



Registration of a Charge

Company name: **NORTHUMBERLAND ESTATES DEVELOPMENTS LIMITED**

Company number: **06020738**



X6BURXPN

Received for Electronic Filing: **31/07/2017**

Details of Charge

Date of creation: **28/07/2017**

Charge code: **0602 0738 0004**

Persons entitled: **C. HOARE & CO**

Brief description: **FREEHOLD LAND ON THE NORTH EAST SIDE OF 1 STATION ROAD, LONGHOUTON, ALNWICK (NE66 3AF) MORE PARTICULARLY DESCRIBED IN A TRANSFER DATED 25 APRIL 2017 MADE BETWEEN (1) THE MOST NOBLE RALPH GEORGE ALGERNON TWELFTH DUKE OF NORTHUMBERLAND AND OTHERS AS TRUSTEES OF THE TWELFTH DUKE OF NORTHUMBERLAND'S APPOINTED FUND AND (2) NORTHUMBERLAND ESTATES DEVELOPMENTS LIMITED.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **KATE OPENSHAW**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6020738

Charge code: 0602 0738 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th July 2017 and created by NORTHUMBERLAND ESTATES DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st July 2017 .

Given at Companies House, Cardiff on 2nd August 2017

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

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND ONLY SIGN IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID THE BANK MAY ENFORCE ITS RIGHTS UNDER THIS CHARGE.

LEGAL CHARGE

THIS LEGAL CHARGE is made the 28 day of July 2017

BETWEEN:

(1) NORTHUMBRIA GROUP DEVELOPMENTS LIMITED
of QUAYSIDE HOUSE, 110 QUAYSIDE, NEWCASTLE UPON TYNE NE1 3DX
Registered Number of Incorporation at Companies House 06020738

("the Mortgagor"); and

(2) C. HOARE & CO. whose principal address is 37 Fleet Street, London, EC4P 4DQ ("the Bank")

It is agreed as follows:

1. Definitions and interpretation

1.1 Definitions

In this Deed:

"1974 Act" means the Consumer Credit Act 1974

"2000 Act" means the Financial Services and Markets Act 2000

"Applicable Regulation" means:

- (a) the 1974 Act;
- (b) the 2000 Act;
- (c) the RAO;
- (d) the MCD Order; and
- (e) any subsequent regulations that govern the terms on which the Bank can make an advance to the Mortgagor

"Business Day" means a day (other than Saturday or Sunday) that banks are open for business in London and, where the Mortgagor is incorporated in a jurisdiction other than England and Wales, the jurisdiction or jurisdictions in which the Mortgagor is incorporated

"Expenses" means:

- (a) in relation to a liability arising under any Facility Agreement or any Guarantee, costs and expenses with interest thereon as provided for in that Facility Agreement or Guarantee (as the case may be); and
- (b) in relation to any other liability, all legal and other costs and expenses with interest thereon incurred by the Bank (on a full indemnity basis) at any time in connection with:
 - (i) the Property, any other Secured Asset or the Secured Liabilities; or
 - (ii) the taking or perfecting of this Deed; or

(iii) the preserving, defending or enforcing of the security created by this Deed; or

(iv) the exercise of any power under this Deed or otherwise,

together with Interest on those costs from and including the date they are incurred

"Facility Agreement" means any agreement entered into between the Bank and the Mortgagor that evidences the Secured Liabilities including, but not limited to, any Regulated Agreement or any Overdraft Agreement

"Guarantee" means any guarantee entered into by the Mortgagor in favour of the Bank that evidences the Secured Liabilities

"Interest" means interest at the rate or rates charged to the Mortgagor by the Bank from time to time:

- (a) in relation to a liability arising under any Facility Agreement or Guarantee, as provided for in that agreement; and
- (b) in relation to any other liability, as set out in the "Guide to Your Accounts", calculated on a daily basis (notwithstanding any demand made or judgment obtained by the Bank) to the date of payment or discharge of the liability and compounded according to agreement

"MCD Order" means the Mortgage Credit Directive Order 2015

"Overdraft Agreement" means a debtor-creditor agreement:

- (a) regulated by the 1974 Act and enabling the debtor to overdraw on a current account; or
- (b) permitted by any subsequent Applicable Regulation

and which expressly states that the advance is secured by this Deed

"Party" means a party to this Deed

"Policy" means each policy of insurance in respect of any Secured Asset present and future in which the Mortgagor has an interest (other than policies in respect of third party liability) together with all monies payable in respect of any such policy

"Property" means the property described in the First Schedule to this Deed and includes:

- (a) any part of it; and
- (b) all buildings and fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery now or at any time after the date of this Deed which are situated on, or form part of, the Property at any time

"RAO" means the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001

"Receiver" means any receiver or manager appointed by the Bank in respect of the Mortgagor or any of the Secured Assets

"Regulated Agreement" means an agreement for an advance by the Bank:

- (a) by way of loan account which is a regulated agreement as defined by the 1974 Act;
- (b) which is an Overdraft Agreement;
- (c) a regulated mortgage contract as defined in the RAO;
- (d) a consumer buy-to-let mortgage contract under the MCD Order; or
- (e) permitted by any subsequent Applicable Regulation,

and which expressly states that the advance is secured by this Deed

"Secured Assets" means in respect of the Mortgagor, all of its assets and undertaking the subject of or expressed to be the subject of, any Security created by, under or supplemental to this Deed, in favour of the Bank

"Secured Liabilities" means all moneys and liabilities in any currency which may now or after the date of this Deed be owing or incurred by the Mortgagor to the Bank on any account in any manner or in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with another or others, as principal or as surety together with the Bank's charges and commission, Interest and Expenses, but excluding any liability arising under any agreement regulated by Applicable Legislation other than a Regulated Agreement or an Overdraft Agreement

"Security" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect

1.2 Interpretation

- (a) Headings and sub-headings are for ease of reference only and do not affect the interpretation of this Deed.
- (b) Unless a contrary indication appears, a reference in this Deed to:
 - (i) a clause and schedule are to clauses of and schedules to, this Deed;
 - (ii) "the Bank", "the "Mortgagor", "any Party" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (iii) "assets" may include, where relevant, present and future properties, revenues and rights of every description (including any right to receive such revenues);
 - (iv) "dispose" includes any sale, lease, licence, transfer or loan;
 - (v) "writing" or "written" includes faxes but not email; and
 - (vi) the Insolvency Act 1986 includes any amendments made to that Act by the Limited Liability Partnerships Regulations 2001 (SI 2001/1090).

1.3 Third party rights

- (a) Unless expressly provided to the contrary in any Facility Agreement or Guarantee, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed or any other document issued or entered into under or in connection with it.
- (b) Unless expressly provided to the contrary in any Facility Agreement or Guarantee, the consent of any person who is not a Party is not required to cancel or vary this Deed or any other document entered into under or in connection with it.

1.4 Deed

This Deed is intended to take effect as a deed notwithstanding the fact that the Bank may execute this Deed under hand (which means it may be signed by the Bank rather than signed by the Bank and witnessed).

1.5 Incorporated terms

The terms of the Facility Agreements, the Guarantees and of any side letters relating to the Facility Agreements or the Guarantees and the Secured Liabilities are incorporated into this Deed to the extent required for any purported disposition of any Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989. This legislation would otherwise require all of the terms which the Bank and the Mortgagor have expressly agreed to be included in one document.

2. Covenant to Pay

The Mortgagor will pay and discharge the Secured Liabilities from time to time on demand when they fall due for payment and discharge.

3. Charging Clause

The Mortgagor with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities:

- (a) charges the Property to the Bank by way of legal mortgage;

(b) charges by first fixed charge:

- (i) the proceeds of sale of the whole or any part of the Property and any other monies paid or payable in respect of or in connection with the Property and all licenses to enter in or use the Property (or any part of it);
 - (ii) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Mortgagor in respect of the whole or any part of the Property and any monies paid or payable in respect of those covenants;
 - (iii) the benefit of all agreements (including, without limitation, any agreement for sale or agreement for lease), instruments and rights in respect of the whole or any part of the Property;
 - (iv) all plant, machinery, vehicles, computers, office and other equipment, all furniture, furnishings, equipment and tools and any removals or replacement of them, present and future and the benefit of all contracts, licences, warranties, maintenance contracts relating to them and any renewals and replacements of them; and
 - (v) the Policy and any other insurance policies from time to time; and
- (c) assigns the proceeds of any insurance from time to time affecting the whole or any part of the Property and shall remain liable to perform all obligations under the Policy.

4. Notice of assignment

- (a) At the request of the Bank, the Mortgagor shall give notice (in a form acceptable to the Bank) to each insurer under each Policy that the Mortgagor has assigned to the Bank all its right, title and interest in that Policy.
- (b) The Mortgagor shall give the notice referred to in clause 4(a):
- (i) in the case of each Policy subsisting at the date of this Deed, on the date of this Deed; and
 - (i) in the case of each Policy coming into existence after the date of this Deed, on that Policy being put on risk.
- (c) The Mortgagor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in a form acceptable to the Bank within 5 Business Days of that notice being given.

5. Continuing Security

The Security created by this Deed is:

- (a) a continuing security for the payment and discharge of the Secured Liabilities and shall remain in full force and effect regardless of any intermediate payment or discharge by the Mortgagor or any other person of the whole or any part of the Secured Liabilities; and
- (b) is in addition to any other Security held by the Bank now or at any time in the future for the Secured Liabilities (or any of them) and may be enforced without first having recourse to any other rights of the Bank.

6. Further Assurance

The Mortgagor will at the request of the Bank and at the cost of the Mortgagor promptly execute any deed or document and take any action reasonably required by the Bank:

- (a) to create, perfect, protect or maintain the Security created or intended to be created under or evidenced by this Deed; and/or
- (b) to facilitate its realisation of the assets which are, or are intended to be, the subject of the Security created by or under this Deed. This includes taking the assets into possession and selling them.

7. Representations and Warranties

- (a) The Mortgagor is the legal and (except where the Mortgagor enters into this Deed as a trustee) beneficial owner of the Property and has good and marketable title to the Property.

- (b) The Property and each other Secured Asset is free from restrictions and onerous covenants and any Security other than the Security created by this Deed or Security that has been subordinated to the Security created by this Deed on terms acceptable to the Bank.
- (c) The Mortgagor has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it.
- (d) There are no covenants, agreements, reservations, stipulations conditions, interests, rights or other matters whatsoever, which adversely affect the Property.
- (e) Nothing has arisen, has been created or is subsisting which would be an overriding interest or an unregistered interest which overrides first registration or a registered disposition over the Property.
- (f) No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the insolvency or bankruptcy of the Mortgagor (including for the avoidance of doubt, the insolvency or bankruptcy of the Mortgagor within the meaning of any applicable laws of any relevant jurisdiction or otherwise).
- (g) The Mortgagor satisfies the solvency test within the meaning of any applicable laws of the jurisdiction of its incorporation.
- (h) There is no prohibition on the Mortgagor assigning its rights in the Property or any other Secured Asset and the entry into this Deed by the Mortgagor does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Mortgagor or its assets.
- (i) No breach of any law, regulation or covenant is outstanding which adversely affects or might reasonably be expected to adversely affect the value, saleability or use of the Property.
- (j) All facilities necessary for the enjoyment and use of the Property (including those necessary for the carrying on of its business at the Property) are enjoyed by the Property or any other Secured Asset.
- (k) None of the facilities referred to in clause 7(i) above are enjoyed on terms:
 - (i) entitling any person to terminate or curtail its use of the Property or any other Secured Asset; or
 - (ii) which conflict with or restrict its use of the Property or any other Secured Asset.
- (l) The Mortgagor holds the Property free from any lease or licence (other than those entered into in accordance with this Deed).
- (l) Where the Mortgagor is a corporate body:
 - (i) it is duly incorporated or established and validly existing under the laws of its jurisdiction of incorporation;
 - (ii) it has the necessary power and corporate capacity to enter into this Deed, to execute and deliver this Deed and to exercise its rights and perform its obligations under this Deed;
 - (iii) it has taken all necessary corporate and other action to authorise the entry into, delivery and performance of its obligations under this Deed;
 - (iv) it has the power to own its assets and carry on its business as it is being conducted; and
 - (v) no limit on its powers will be exceeded as a result of the borrowing, grant of security or giving of guarantees or indemnities contemplated by this Deed.
- (m) Where the Mortgagor is a trustee[s] of a trust:
 - (i) the trust is a duly established, constituted and validly existing trust under the laws of its jurisdiction of establishment and the trust has not been terminated and no steps have been taken to terminate the trust;
 - (ii) the trustee[s] of the trust have the power, capacity and authority under the trust deed, and are authorised by the trust to enter into this Deed in their capacity as trustee[s] on behalf of the trust;

- (iii) the trustee[s] of the trust are the current and only trustee[s] of the trust and have been validly appointed; and
 - (iv) the trustee[s] are authorised to execute this Deed in their capacity as trustee[s] of the trust on behalf of the trust, to deliver this Deed and to exercise its rights and perform its obligations under it.
- (n) Where the Mortgagor is a limited or general partnership:
 - (i) the partnership is duly established and validly existing under the laws of its jurisdiction of incorporation;
 - (ii) it has the power and authority to enter into this Deed and to execute and deliver this Deed and to exercise its rights and perform its obligations under this Deed;
 - (iii) each partner has taken all necessary action required under the partnership agreement and its constitutional documents to authorise the entry into, delivery and performance of their obligations under this Deed;
 - (iv) the partnership agreement which has been provided to the Bank is in full force and effect and has not been amended, superseded or revoked as at the date of this Deed; and
 - (v) if a limited partnership acting by its general partner, that general partner is the only general partner of the partnership.
- (o) Where the Mortgagor is an individual:
 - (i) the individual is over 18 years of age and has full power, capacity, authority and legal right to enter into and perform his/her obligations under this Deed.
 - (ii) the individual is alive and not, by reason of illness or incapacity, incapable of managing his own affairs or a patient under any mental health legislation.

8. Restrictions on Mortgagor

The Mortgagor will not without the prior written consent of the Bank:

- (a) create or permit to arise any Security of, on or over the whole or any part of the Property or any other Secured Asset;
- (b) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, charge, secure or otherwise dispose of the whole or any part of the Property or any other Secured Asset;
- (c) let any person into occupation of or share occupation of the whole or any part of the Property or allow any person to become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property; or
- (d) 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.

9. Land Registry - Application for restriction and further advances

- (a) The Mortgagor applies to the Land Registry for registration of the following restriction in the Proprietorship Register of the Property title to which is registered or is required to be registered at the Land Registry (including any unregistered properties subject to compulsory first registration at the date of this Deed):

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [the date of this Deed] in favour of C. Hoare & Co. referred to in the charges register."

- (b) Each Mortgagor confirms that so far as any of the Property is unregistered, such land is not affected by any unregistered interests which override first registration.

- (c) Where the Bank is, subject to the terms of any Facility Agreement, under an obligation to make further advances to the Mortgagor, this security has been made for securing such further advances, where such further advances constitute Secured Liabilities within the meaning of this Deed, and the Bank and the Mortgagor by this Deed consent to an application being made to the Land Registry to enter a note of such obligation on the Charges Register of any registered land (and any unregistered properties subject to compulsory first registration at the date of this Deed) forming part of the Property.

10. Appropriations

Until all amounts which may be or become payable by the Mortgagor(s) to the Bank have been paid in full, the Bank may:

- (a) refrain from applying or enforcing any other moneys, Security or rights held or received by the Bank in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit, (whether against those amounts or otherwise) and no Mortgagor shall be entitled to the benefit of the same (which means the Mortgagor will not be permitted to use or have the benefit of those moneys, Security or rights held or received by the Bank); and
- (b) hold in an interest-bearing suspense account any moneys received from any Mortgagor or on account of any Mortgagor's liability under this Deed.

11. Deferral of Mortgagor(s)' rights

Unless the Bank otherwise directs, the Mortgagor will not exercise any rights including any right of set off which it may have by reason of performance by it of its obligations to the Bank or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to receive a payment by another Mortgagor;
- (b) to claim any contribution from any other guarantor of any Mortgagor's obligations to the Bank;
- (c) to take the benefit (in whole or in part) of any rights of the Bank or of any other guarantee or Security taken by the Bank;
- (d) to bring legal or other proceedings for an order requiring another Mortgagor to make any payment, or perform any obligation, in respect of which such Mortgagor has given a guarantee, undertaking or promise to pay or any Security whether pursuant to this Deed or otherwise;
- (e) to exercise any right of set-off against another Mortgagor;
- (f) to claim or prove as a creditor of another Mortgagor in competition with the Bank.
- (g) if the Mortgagor is incorporated under the laws of Guernsey or Jersey:
- (i) it irrevocably and unconditionally waives and abandons any and all rights or entitlement which it has or may have under the existing or future laws of the jurisdiction in which it is incorporated, whether by virtue of the customary law rights of *droit de discussion* or otherwise, to require that recourse be had to the assets of any other person before any claim is enforced against it in respect of its obligations under this Deed or any Facility Agreement or any Guarantee; and
 - (ii) it irrevocably and unconditionally waives and abandons any and all rights or entitlement which it has or may have under the existing or future laws of the jurisdiction in which it is incorporated, whether by virtue of the customary law right of *droit de division* or otherwise, to require that any liability under the guarantee contained herein or under any Guarantee or under any Facility Agreement be divided or apportioned with any other person or reduced in any manner; and
- (h) if a Mortgagor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Bank by the Mortgagor to be repaid in full on trust for the Bank and shall promptly pay or transfer the same to the Bank for application towards the Secured Liabilities.

12. Covenants by the Mortgagor

The Mortgagor covenants:

- (a) to keep the Property in good and substantial repair and condition and to 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;
- (b) not to do, or permit or omit to be done, anything which may depreciate, jeopardise, prejudice or adversely affect the value to the Bank of the Security created by or under this Deed;
- (c) not without the prior written consent of the Bank to make or apply to make any alteration to the Property which would require planning permission or approval under any building regulations or change or permit or allow the use of the Property to be changed;
- (d) to observe and perform all restrictive and other covenants and conditions affecting the Property;
- (e) to pay all rents reserved by and perform all the terms of any lease under which the Property is held;
- (f) punctually to pay all rates taxes and outgoings affecting the Property;
- (g) to send to the Bank within seven days of receipt, copies of any notice or order or proposal ("a Direction") issued, served or sent to the Mortgagor by any local or other authority or court in relation to the Property or any part of it;
- (h) to permit representatives of the Bank to enter the Property at all reasonable times and on reasonable notice to view the state of repair and condition of the Property and to ensure it is acting in compliance with the terms of this Deed;
- (i) to acquire, maintain and comply with the terms of all necessary environmental licences or laws and to notify the Bank promptly upon becoming aware of any claims stated or to its knowledge threatened at any time in respect of the Property under the legislation from time to time in force relating to environmental protection;
- (j) to use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Bank may require from time to time;
- (k) to carry out all applicable registrations and filings of this Deed within any applicable timeframe in order to perfect the security in its jurisdiction of incorporation;
- (l) where the Mortgagor is an individual and the Property is to be its main residence, to continue to use the property as its main residence and to not permit a person aged 17 or above to live in the property unless that person has executed and delivered to the Bank a deed (in form and substance satisfactory to the Bank) postponing any interest he/she may have in the Property to the Banks interest;
- (m) if requested by the Bank, to deposit with the Bank all deeds and documents to title relating to the Property and where not requested to deposit such deeds and document with the Bank to ensure that the same are held to the order of the Bank; and
- (n) promptly on becoming aware of any of the same, to give the Bank notice in writing of any breach of any term of this Deed, including without limitation, any representation, warranty, covenant or undertaking;

13. Insurance

- (a) The Mortgagor will at all times insure the Property against all usual comprehensive risks (including, without limitation, fire, explosion, earthquake, storm, flood, terrorism, subsidence, landslip and heave) with a reputable insurer approved by the Bank acting reasonably and will ensure the Policy:
 - (i) provides for a sum insured at least equal to the full estimated reinstatement cost of the Property together with architects, surveyors and other professional fees, demolition costs etc. on an index-linked basis;
 - (ii) has the interest of the Bank as mortgagee of the Property noted and if required by the Bank, co-insured and first loss payee on the said policy;
 - (iii) contains a standard mortgage condition whereby the insurance shall not be adversely affected or avoided as against a mortgagee in the event or as a result of any misrepresentation, act or neglect

or failure to make disclosure on the part of the insured party or any circumstances beyond the control of the insured party; and

- (iv) contains terms providing that it shall not be invalidated insofar as the Bank is concerned for failure to pay any premium due without the insurer first giving to the Bank not less than 14 days' written notice.
- (b) If the Property is leasehold and the terms of the lease require the landlord to insure the Property, the Mortgagor shall ensure that the landlord insures the Property on the terms set out in clause 13(a) of this Deed and its interest and the Bank's interest are noted on such insurance policy, or otherwise as the Bank may require.
- (c) The Mortgagor shall pay each insurance premium when due (and provide the Bank with evidence of the same on request). The Mortgagor shall not do anything which might adversely affect the insurance policy or breach any of its terms. The Mortgagor shall notify the Bank within 7 days of any circumstance likely to affect the validity of the insurance policy. The Mortgagor shall give the Bank copies of the relevant insurance policies and such other information in connection with them as the Bank may reasonably require. The Mortgagor shall notify the Bank in writing of all renewals, material variations and cancellations of policies made, threatened or pending.
- (d) Subject to any statutory or contractual restrictions, all proceeds of insurance relating to the Property at any time (whether or not the Security constituted by this Deed has become enforceable) shall:
 - (i) where the Property is the Mortgagor's principal private residence, at the direction of the Mortgagor, be either applied towards replacing or reinstating the Property or assets in respect of which the proceeds are received or be used to repay the Secured Liabilities. For the avoidance of doubt, if such proceeds are used to replace or reinstate the Property or assets, any surplus shall be used to repay the Secured Liabilities;
 - (ii) in all other circumstances, be immediately paid to the Bank or if they are not paid directly to the Bank by the insurers, be held, pending such payment, by the Mortgagor upon trust for the Bank and in such case, the Bank will, in its absolute discretion, determine whether to apply the proceeds in making good the relevant loss or damage, or in or towards the discharge of the Secured Liabilities.

14. Power to Remedy

- (a) The Bank shall be entitled (but shall not be obliged) to remedy a breach at any time by the Mortgagor of any of its obligations contained in this Deed. Any monies expended by the Bank in remedying a breach by the Mortgagor of any of its obligations contained in this Deed shall be reimbursed by the Mortgagor to the Bank on demand on a full indemnity basis.
- (b) In remedying any breach in accordance with this clause, the Bank and its agents shall be entitled to enter onto the Property to comply with or object to any notice served on the Mortgagor relating to the Property and to take any action as the Bank may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

15. Costs

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

- (a) this Deed or the Property or any other Secured Asset;
- (b) the exercise of any of the rights, powers, discretions and remedies vested in the Bank and each Receiver by this Deed or by law;
- (c) any loss, damage, actions, proceedings, claims or demands arising out of or in consequence of or made pursuant to the legislation from time to time in force relating to environmental protection;
- (d) the enforcement of or the preservation of any rights under this Deed;
- (e) any responsibility on the part of the Bank in respect of any clean-up, repair or other corrective action; and/or
- (f) suing for, or recovering, any of the Secured Liabilities,

including, without limitation, the costs of any proceedings in relation to this Deed or the Secured Liabilities or incurred in or suffered by any default or delay by the Mortgagor in performing any of its obligations under this Deed. For the avoidance of doubt, the Bank shall be entitled to debit all such costs and liabilities from the Mortgagor's current account.

16. Power of Attorney

The Mortgagor by way of security irrevocably appoints the Bank and each Receiver, jointly and also separately, to be the attorney and attorneys of the Mortgagor (with full powers of substitution and delegation) in the Mortgagor's name or otherwise and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign, execute, deliver and perfect all deeds, instruments and documents or take, continue or defend any proceedings which may be required by the Bank or any Receiver pursuant to this Deed or the exercise of any of their powers.

17. Ruling Off

If the Bank receives notice (whether formally or informally given) of any new charge or interest affecting the Property, the Bank may open a new account or accounts for the Mortgagor. If the Bank does not open any new account it shall be treated as if it had done so at the time it received the notice. From that time, all payments made by or on behalf of the Mortgagor to the Bank shall be credited or treated as having been credited to the new account and shall not operate to reduce any part of the Secured Liabilities outstanding at the time the Bank received the notice.

18. Valuation

- (a) The Bank may, at any time, request a valuation of the Property.
- (b) The Mortgagor shall promptly on demand, pay to the Bank the costs of:
 - (i) the initial valuation;
 - (ii) a valuation obtained by the Bank no more than once in any 36 month period;
 - (iii) a valuation obtained by the Bank in connection with the compulsory purchase of all or any part of the Property;
 - (iv) a valuation obtained by the Bank at any time which demonstrates that this Deed has become enforceable; and
 - (v) a valuation obtained by the Bank at any time after this Deed becomes enforceable.
- (c) The Mortgagor must supply to the Bank a copy of any valuation obtained by it, promptly upon obtaining it.
- (d) Any valuation not referred to in clause 18(b) shall be at the cost of the Bank.

19. Powers of Sale and Appointment of Receiver

At any time after:

- (a) the Bank demands payment of the Secured Liabilities (whether the relevant liability or liabilities is or are payable on demand or became payable under the terms of any Facility Agreement or any Guarantee);
- (b) the Mortgagor fails to comply with any of the provisions of this Deed or any Facility Agreement or any Guarantee;
- (c) any representation, warranty or statement made by the Mortgagor in relation to this Deed or any Facility Agreement or any Guarantee is (or proves to have been) incomplete, untrue, incorrect or misleading when made or deemed to be made;
- (d) the Mortgagor stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due;
- (e) by reason of actual or anticipated financial difficulties, the Mortgagor commences negotiations with one or more of its creditors with a view to rescheduling its indebtedness;
- (f) a bankruptcy order is made against the Mortgagor or any action or steps are taken or proceedings commenced for:

- (i) the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Mortgagor, or
- (ii) a composition, compromise, assignment or arrangement with any creditor of the Mortgagor, or
- (iii) the appointment of a liquidator, Receiver, administrative Receiver, administrator, compulsory manager or other similar officer in respect of the Mortgagor or any of its assets, or
- (iv) the value of the Mortgagor's assets is less than its liabilities (taking into account contingent and prospective liabilities); or
- (v) enforcement of any Security over the assets of the Mortgagor;
- (g) any event occurs in relation to the Mortgagor that is analogous to those set out in clause 19(f) in any jurisdiction;
- (h) any expropriation, attachment, sequestration, distress or execution or analogous process in any jurisdiction affects any asset or assets of the Mortgagor and is not discharged within 14 days; or
- (i) the Mortgagor commences negotiations or enters into a composition or arrangement for the benefit of the Mortgagor's creditors,

the Bank shall have the power to:

- (a) enforce all or any part of the Security created by or under this Deed in any manner it sees fit;
- (b) exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925 (the rights and powers contained in the Law of Property Act 1925 include allowing the Bank to take possession of any Secured Assets and sell them), as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets;
- (c) appoint a Receiver to all or any part of the Secured Assets and determine the remuneration of such Receiver; and/or
- (d) exercise its power of sale under section 101 of the Law of Property Act 1925 (as amended by this Deed). The powers under section 101 of the Law of Property Act 1925 include the power to appoint a receiver of the income of the mortgaged property.

20. Statutory powers – general

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Law of Property Act 1925 and section 93 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Deed. Section 103 of the Law of Property Act 1925 would otherwise prevent the Bank from taking any enforcement action until a certain period of time has passed. Section 93 of the Law of Property Act 1925 would otherwise allow the Mortgagor to redeem one mortgage without redeeming any others.
- (c) The statutory powers of leasing conferred on the Bank are extended so that, without the need to comply with any provision of section 99 or section 100 of the Law of Property Act 1925 (which would otherwise place restrictions on the leases which could be created and how they could be surrendered), the Bank is empowered to lease and make agreements for lease at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it may think fit.
- (d) Each Receiver and the Bank is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers. Both the Law of Property Act 1925 and the Insolvency Act 1986 contain rights, powers, privileges and immunities for the benefit of mortgagees (such as the Bank) and receivers.

21. Amounts to become due

If the Bank enforces the Security constituted by or under this Deed at a time when no amounts are due to the Bank but at a time when amounts may or will become so due, the Bank (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.

22. Mortgagee in possession - no liability

Neither the Bank nor any Receiver will be responsible, by reason of entering into possession of a Secured Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be responsible.

23. Redemption of prior mortgages

At any time after the Security created by or under this Deed has become enforceable, the Bank may, at the sole cost of the Mortgagor (payable to the Bank on demand):

- (a) redeem any prior form of Security over any Secured Asset;
- (b) arrange the transfer of that Security to itself; and/or
- (c) settle and pass (which means to pay off and discharge) the accounts of any prior mortgagee, chargee or Security which once so settled and passed shall be conclusive and binding on the Mortgagor.

24. Powers of Receiver

Any Receiver appointed by the Bank shall act as agent for the Mortgagor and the Mortgagor shall be solely responsible for his acts or defaults and for his remuneration and responsible on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Bank be in any way responsible for any misconduct, negligence or default of the Receiver and shall (in addition to the powers conferred by law) have power:

- (a) to take possession of and generally manage any Secured Asset;
- (b) to carry on and manage or concur in carrying on and managing any business carried on at the Property;
- (c) to carry out 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 the Receiver shall think fit;
- (d) to borrow any money from the Bank or others on the security of the Property or any other Secured Asset for the purpose of the exercise of any of the Receiver's powers;
- (e) to sell, lease or let or concur in selling, leasing or letting the Property, to terminate or accept surrenders of leases or tenancies of the Property and to grant or release any interest in or right over the Property in such manner and generally on such terms and conditions as the Receiver shall think fit;
- (f) to carry into effect and complete any transaction relating to the Property or any other Secured Asset by executing deeds or documents in the name of and on behalf of the Mortgagor or otherwise;
- (g) to take, continue or defend any proceedings and enter into any arrangement or compromise relating to the Property or any other Secured Asset which the Receiver shall think fit;
- (h) to make and effect all repairs, improvements and insurances to the Property which the Receiver shall think fit;
- (i) to appoint managers, officers, contractors and agents upon such terms as to remuneration or otherwise as the Receiver may determine;
- (j) to remove, store, sell or otherwise dispose of any goods, furniture or animals left by the Mortgagor at the Property and to account to the Bank for the net proceeds of any sale of such property (such proceeds being held by the Bank as a debt from the Bank to the Mortgagor);
- (k) to delegate his powers in accordance with clause 25 (Delegation).;

- (l) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Mortgagor or relating in any way to any Secured Asset; and
- (m) to do any other acts which the Receiver may consider to be expedient, incidental or conducive to any of his powers or to the realisation of any Secured Asset and exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner,

and if the Bank appoints joint Receivers any power of the Receivers may be exercised jointly or individually.

25. Delegation

- (a) The Bank and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Bank and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Bank and Receiver (as appropriate) may think fit.
- (b) The Bank and any Receiver will not be liable or responsible to the Mortgagor or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

26. Application of moneys received by Receiver

- (a) Sections 109(6) and (8) (Appointment, powers, remuneration and duties of Receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed. This legislation would otherwise impose limits on a Receiver's remuneration and how any insurance money received by the Receiver could be applied.
- (b) Any moneys received by the Receiver shall be applied:
 - (i) first, in repayment of all money borrowed by the Receiver and the costs, charges and expenses properly incurred and payments properly made by the Bank or the Receiver and the remuneration of the Receiver; and
 - (ii) secondly, towards the discharge of the Secured Liabilities.

27. Protection of third parties

- (a) No person (including a purchaser) dealing with the Bank or a Receiver or its or his agents has an obligation to enquire of the Bank, Receiver or others:
 - (i) whether the Secured Liabilities have become payable;
 - (ii) whether any power purported to be exercised has become exercisable;
 - (iii) whether any Secured Liabilities or other monies remain outstanding;
 - (iv) how any monies paid to the Bank or to the Receiver shall be applied; or
 - (v) the status, propriety or validity of the acts of the Receiver or Bank.
- (b) The receipt by the Bank or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Bank or any Receiver.
- (c) In clauses 27(a) and 27(b), **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them.

28. Existing Security

If any step or proceeding shall be taken by the mortgagees to exercise or enforce any powers or remedies conferred by any existing Security, the Bank may redeem any such existing Security. The principal moneys, interest, costs, charges and expenses relating to any such redemption shall be treated as one of the Secured Liabilities.

29. Exclusion of Liability

Neither the Bank nor any Receiver shall be responsible in respect of all or any part of the Secured Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers unless such loss or damage is caused by its gross negligence or wilful acts of default and recklessness.

30. Notices

Any notice, demand or other communication by the Bank to the Mortgagor in relation to this Deed shall be in writing and either:

- (a) delivered personally (but so that if the Mortgagor is a corporate entity, it may be given personally to officer of such entity);
- (b) delivered or sent by post to the address of the Mortgagor last known to the Bank (but so that if the Mortgagor is a company, its last known address for this purpose is its registered office); or
- (c) sent by facsimile transmission to the number (if any) given on the Mortgagor's notepaper or listed in a directory of such numbers as the Mortgagor's number.

Every notice, demand or other communication shall be treated as received by the Mortgagor:

- (i) if delivered personally or to the address of the Mortgagor last known to the Bank, at the time of delivery;
- (ii) if sent by post to the address of the Mortgagor last known to the Bank, 2 Business Days after posting with first class postage prepaid or, if sent by airmail, five Business Days after posting with airmail postage prepaid;
- (iii) if sent by facsimile transmission:
 - (A) at the time of sending, if sent during normal business hours on a working day to a number used by the Mortgagor wholly or mainly for business purposes;
 - (B) at the opening of business on the following working day, if sent at some other time to a number used by the Mortgagor wholly or mainly for business purposes; or
 - (C) at 7 a.m. next following transmission, if sent to a number used by the Mortgagor wholly or mainly for non-business purposes.

31. Set-Off

The Bank may at any time set off any liability of the Mortgagor to the Bank against any liability of the Bank to the Mortgagor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Deed. Any exercise by the Bank of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Deed or otherwise.

32. Assignment and Transfer

- (a) The Bank may assign or transfer the whole or any part of the Bank's rights and/or obligations under this Deed or any Facility Agreement or any Guarantee to any person.
- (b) The Mortgagor may not assign any of its rights, or transfer any of its obligations, under this Deed, any Facility Agreement or any Guarantee, or enter into any transaction which would result in any of those rights or obligations passing to another person without the consent in writing of the Bank.

33. No Waiver

- (a) This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Bank discharges this Deed in writing.
- (b) The rights and remedies of the Bank provided under this Deed are cumulative, may be exercised as often as the Bank considers appropriate, and are in addition to, and not exclusive of, any rights and remedies provided by law.

- (c) Any waiver of any right or remedy by the Bank under this Deed or by law is only effective if given in writing and signed by the Bank 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 Bank from subsequently relying on the relevant provision.
- (d) No act or course of conduct or negotiation by or on behalf of the Bank shall, in any way, preclude the Bank from exercising any right or power under this Deed or constitute a suspension or variation of any such right or power.
- (e) No delay or failure to exercise any right or power under this Deed shall operate as a waiver.

34. Joint Mortgagors

Where this Deed is made by two or more persons, the expression "the Mortgagor" shall include each and all of them and be construed so that:

- (a) their obligations are individual as well as joint; and
- (b) references to the Secured Liabilities includes the liabilities of all or any one or more of them.

35. Tacking and Further Advances

The Bank is, subject to the terms of the Facility Agreement, under an obligation to make further advances to the Mortgagor and the Security granted pursuant to this Deed has been made for securing such further advances where such further advances constitute Secured Liabilities within the meaning of this Deed. The Bank and the Mortgagor by this Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title to the Property.

36. Counterparts

This Deed may be executed in any number of counterparts and by each Party on separate counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one and the same deed.

37. Governing Law and Jurisdiction

- (a) This Deed 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.
- (b) 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 Bank to take proceedings against the Mortgagor 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.
- (c) In the event the Mortgagor is domiciled or (the Mortgagor being a company) incorporated in a jurisdiction outside of England and Wales, the Mortgagor agrees, at the request of the Bank and at the cost of the Mortgagor, to appoint a process agent to receive on their behalf service of process in any proceedings before the courts of England and Wales in connection with this Deed or any Facility Agreement or any Guarantee and shall provide evidence, in form and substance satisfactory to the Bank, of such appointment and acceptance by the process agent on the date of this Deed.

This Deed has been executed as a deed, has been duly executed as a deed and is delivered and takes effect on the date given at the beginning of it.

FIRST SCHEDULE

THE PROPERTY

(Note: registered land must be described by reference to the Title Number)

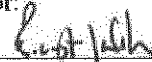
FREEMANLAND ON THE NORTH EAST SIDE OF 1 STATION ROAD, LONGTOUNGTON,
ARUNWICK (NE66 3AF) MORE PARTICULARLY DESCRIBED IN A TRANSFER DATED
25 APRIL 2017 MADE BETWEEN (1) THE MOST NOBLE ~~GEORGE~~ KATH GEORGE
ALDENON TWELFTH DUKE OF NORTHUMBERLAND AND OTHERS AS TRUSTEES OF THE
TWELFTH DUKE OF NORTHUMBERLAND'S PROMISED FUND AND (2) NORTHUMBERLAND
ESTATE DEVELOPMENTS LIMITED

ENGLISH EXECUTION BLOCKS

EXECUTED as a **DEED** on the date of this Deed by
.....
acting by (a director and secretary/ two directors)



Director:



Director/Company Secretary:

OR

EXECUTED as a **DEED** and **DELIVERED** on the date
of this Deed by
in the presence of :

Director:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Executed by (*insert name of signatory*)

Signature

On behalf of
as duly authorised agent for and on behalf of
C Hoare & Co

OVERSEAS EXECUTION BLOCKS

OVERSEAS CORPORATES¹

EXECUTED as a **DEED** and **DELIVERED** on the date
of this Deed by
a company incorporated in
acting by
&
being persons who, in accordance with the law of
that territory are acting under the authority of
.....

.....
Title:

.....
Title:

OR

EXECUTED as a **DEED** and **DELIVERED** on the date
of this Deed by
a company incorporated in
acting by
being a person who, in accordance with the law of
that territory are acting under the authority of
.....

.....
Title:

Witness Signature

Witness Name

Witness Occupation

Witness Address

Executed by (*insert name of signatory*)

Signature

On behalf of
as duly authorised agent for and on behalf of
C Hoare & Co

¹ As to signing style for an overseas corporate, compliance with constitutional documents and corporate authorisations should be checked; in the case of an Isle of Man company incorporated under the 1931 Act, two signatories are required.

OVERSEAS LLPS & PARTNERSHIPS

[NOTE: Use where the Mortgagor is a Jersey or Guernsey LLP]

EXECUTED as a Deed) **Partner**.....
by)
acting by a partner in the presence of a)
witness:-)
)

Witness Name (BLOCK CAPITALS):
Witness Signature:
Witness Address:
.....
Witness Occupation:
.....

Executed by *(insert name of signatory)*

Signature

On behalf of
as duly authorised agent for and on behalf of
C Hoare & Co

NOTE: RECEIPT NOT TO BE USED FOR
REGISTERED CHARGES.

RECEIPT PURSUANT TO SECTION 115 OF
THE LAW OF PROPERTY ACT 1925

C. HOARE & CO. hereby acknowledges this day
of 20
that it has received the balance of the moneys
(including interest and costs) secured by the within-
written Legal Charge payment having been made
by

C. HOARE & CO.

Legal Charge

of land for securing own liabilities as principal or
surety.

[MFLCCORP] [March 2017]