

# MR01

## Particulars of a charge



Companies House

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.gov.uk/webfiling](http://www.gov.uk/webfiling)

☒ **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 the charge  
instrument Use form MR01

THURSDAY



A31 \*A4MYH600\* #373  
24/12/2015  
COMPANIES HOUSE

ise  
ik

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. If  
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 will be  
scanned and placed on the public record. **Do not send the original**

### 1 Company details

Company number 0 6 8 2 0 4 4 1

Company name in full Emmaus North East

For official use

→ **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 1 1 1 2 2 0 1 5

### 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 Emmaus UK

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

MR01

## Particulars of a charge

<b>4</b>	<b>Brief description</b>	
Brief description	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p> <p>Title Numbers TY497313, TY505557 and part of TY423275, being 257 Stanhope Road, South Shields, Tyne and Wear NE33 4RT</p> <p style="text-align: center;">✓                      ✓</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
<b>5</b>	<b>Other charge or fixed security</b>	
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b>                      ✓</p>	
<b>6</b>	<b>Floating charge</b>	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> Continue</p> <p><input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b>                      ✓</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> <b>Yes</b></p>	
<b>7</b>	<b>Negative Pledge</b>	
	<p>Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> <b>Yes</b>                      ✓</p> <p><input type="checkbox"/> <b>No</b></p>	
<b>8</b>	<b>Trustee statement <sup>1</sup></b>	
	<p>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</p> <p><input type="checkbox"/></p>	<p><sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)</p>
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here</p> <p>Signature                      X                      <i>Devonshires</i>                      X</p> <p>This form must be signed by a person with an interest in the charge</p>	

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Nicole Thomas

Company name Devonshires Solicitors LLP

Address 30 Finsbury Circus

Post town

County/Region London

Postcode EC2M7DT

Country England

DX 33856 Finsbury Square

Telephone 0207 065 1854



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

DX



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 6820441

Charge code: 0682 0441 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th December 2015 and created by EMMAUS NORTH EAST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th December 2015.

Given at Companies House, Cardiff on 8th January 2016



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

DATED 11 December 2015

**EMMAUS NORTH EAST**

**as Borrower**

**and**

**EMMAUS UK**

**as Lender**

We hereby certify  
This to be a true copy  
of the original  
*Devonshires*  
14.12.2015

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**Legal Mortgage**

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**Note:** This Deed contains (in Clause 3.1) the consent of the Borrower to the lodgement at the Land Registry of an application by or on behalf of the Lender to enter a restriction in the proprietorship register and (in Clause 3.2) the consent of the Lender to the lodgement at the Land Registry of an application by or on behalf of the Lender to enter a notice on the charges register).



30 Finsbury Circus  
London EC2M 7DT

T : +44 (0)20 7628 7576  
F : +44 (0)20 7256 7318

THIS LEGAL MORTGAGE is made the 11 day of December 2015

between:-

- (1) **EMMAUS NORTH EAST** a company limited by guarantee (registered number 6820441) and a registered charity (charity number 1131408) whose registered office is at 639 – 643 Durham Road, Low Fell, Gateshead, NE9 5HA (the Borrower); and
- (2) **EMMAUS UK** a charitable company limited by guarantee (registered number 3422341) and a registered charity (charity number 1064470) whose registered office is at 76-78 Newmarket Road, Cambridge, Cambridgeshire CB5 8DZ (the Lender);

NOW THIS DEED WITNESSETH as follows:-

## 1 INTERPRETATION

1.1 In this legal mortgage where the context admits

the "Act" means the Law of Property Act 1925;

"Charged Property" means all property, rights and benefits expressed to be charged or mortgaged in favour of the Lender hereunder,

"Charities Act" means the Charities Act 2011 and/or the Charities Act 1993, as applicable;

"Dangerous Substance" means any natural or artificial substance (whether in the form of a solid, liquid, gas or vapour) the generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) gives rise to a risk of causing harm to man or any other living organism or causing damage to the Environment or public health or welfare and includes but is not limited to any controlled, special, hazardous, toxic, radioactive or dangerous waste;

"Encumbrance" means (a) a mortgage, charge, pledge, lien or other encumbrance securing any obligation of any person, (b) any arrangement under which money or claims to, or the benefit of, a bank or other account may be applied, set off or made subject to a combination of accounts so as to effect discharge of any sum owed or payable to any person or (c) any other type of preferential arrangement (including any title transfer and retention arrangement) having a similar effect;

"Environment" means the environment as defined in section 1(2) of the Environmental Protection Act 1990;

"Environmental Claim" means any claim by any person:-

- (i) in respect of any loss or liability suffered or incurred by that person as a result of or in connection with any violation of Environmental Law; or
- (ii) that arises as a result of or in connection with Environmental Contamination and that could give rise to any remedy or penalty that may be enforced or assessed by private or public legal action or administrative order or proceedings,

"Environmental Contamination" means each of the following and their consequences:-

- (i) any release, emission, leakage or spillage of any Dangerous Substance at or from any site owned, occupied or used by the Borrower into any part of the Environment; or

- (ii) any accident, fire, explosion or sudden event at any site owned, occupied or used by the Borrower which is directly or indirectly caused by or attributable to any Dangerous Substance, or
- (iii) any other pollution of the Environment;

**"Legal Mortgage"** means this legal mortgage or other documents in which the terms of this Deed are incorporated;

**"Loan Agreement"** means the terms and conditions contained within a letter sent from the Lender to the Borrower which was signed by the Borrower on 22 September 2015, whereby the Lender provides the Borrower with a loan facility of up to £210,000.00;

**"Person"** includes a partnership and an unincorporated association;

**"Property"** means the property specified in the Schedule and where applicable each and every part thereof,

**"Receiver"** has the meaning given to it in Clause 7.1;

**"Reservations"** means:

- a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court;
- b) the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors,
- c) the time barring of claims under any legislation relating to limitation of actions;
- d) the possibility that an undertaking to assume liability for or to indemnify a person against non-payment of stamp duty may be void;
- e) defences of set-off or counter claim, and
- f) similar principles and similar matters arising under the laws of any foreign jurisdictions in which the relevant obligations may have to be performed.

**"Secured Liabilities"** means all moneys, obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Lender by the Borrower (in whatever currency denominated) under or pursuant to the Loan Agreement and all amounts (including interest and default interest) which may become payable or for which the Borrower may become liable under this Legal Mortgage, discount, commission, fees and other charges and all legal and other costs, charges and expenses incurred by the Lender or any Receiver in relation to the Borrower or the Charged Property on a full indemnity basis and also all losses and damages that may be sustained, suffered or incurred by the Lender arising out of or in connection with any act, matter or thing done or omitted to be done by the Borrower under this Legal Mortgage or document, agreement or arrangement between the Borrower and the Lender or any disclaimer of any of the Borrower's liabilities or obligations to the Lender and also interest on the foregoing to the date of payment.

- 12 In this Legal Mortgage terms importing the singular shall be deemed to include the plural and vice versa, references to any statutory provision shall be deemed to include any statutory modification or re-enactment thereof; references to clauses and paragraphs are to clauses of, and paragraphs of schedules to, this Legal Mortgage; and any obligation on

the part of the Borrower not to do will include an obligation not to cause or permit that thing to be done by any third party.

## **2 COVENANT TO PAY; MORTGAGE**

2.1 The Borrower covenants with the Lender that it will pay or discharge the Secured Liabilities in accordance with the terms of any agreement or document relating to the Secured Liabilities.

2.2 The Borrower with full title guarantee and as security for the payment, discharge and satisfaction of all the Secured Liabilities hereby:-

2.2.1 charges in favour of the Lender by way of first legal mortgage all the property described in the Schedule and all buildings, structures, fixtures and fittings, fixed plant, machinery and equipment (other than any tenants' fixtures and fittings) from time to time thereon;

2.2.2 assigns to the Lender the benefit of:-

- a) the rights of the Borrower under all contracts relating to the development of the Property and the construction of the buildings and structures thereon (including without limitation any covenant, agreement or undertaking for road making or for the payment of road charges or other private street improvement or drainage expenses in respect of the Property or any indemnity against the payment of any such charges or expenses) and the manufacture, supply or installation of all fixtures, fittings, plant, equipment and machinery therein or thereon (including contracts with architects, surveyors and other professionals in relation thereto);
- b) any personal covenants by any tenants, lessees or licensees in favour of the Borrower under all leases, tenancies, licences and other documents entered into by the Borrower in respect of the Property,
- c) all rights of the Borrower to be paid or to receive compensation under any statute by reason of any compulsory acquisition, requisitioning or other exercise of compulsory powers in relation to the Property or any refusal, withdrawal or modification of planning permission relative thereto or any control or limitation imposed upon or affecting the user of the same; and
- d) all of its rights, title and interest in and to and all income and claims payable to or for the account of the Borrower in connection with or by reference to the Charged Property including (without limitation) income from rent, service charges and licence fees and the proceeds of sale of any interest in the Property; and

2.2.3 undertakes that upon the security hereby constituted becoming enforceable the Borrower will give notice of the assignments effected by Clause 2.2.2 to the other parties to the relevant contracts, covenants and other documents or in the case of the assignment made by Clause 2.2.2(e) to any person obliged to make any payment as described therein.

2.3 The security created by this Legal Mortgage:-

2.3.1 shall remain in force as continuing security to the Lender notwithstanding any settlement of account or the existence at any time of a credit balance on any



account or any other act, event or matter whatsoever except only the execution by the Lender of an absolute and unconditional release hereof or the execution by or on behalf of the Lender of a receipt for the Secured Liabilities; and

2.3.2 shall be in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Lender and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Lender now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or by giving time for payment or indulgence or compounding with any other person liable, and

2.3.3 without prejudice to the generality of Clause 2.3.1, is made inter alia for securing further advances under any agreement under which the Secured Liabilities arise.

### **3 RESTRICTION**

3.1 The Borrower hereby consents to the lodgement at The Land Registry of an application for or on behalf of the Lender for the registration of the following restriction in the proprietorship register of the Property:

"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 mortgage dated \_\_\_\_\_ in favour of Emmaus UK referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer.";

3.2 The obligation on the part of the Lender to make further advances to the Borrower will be deemed to be incorporated in this Legal Mortgage for the purposes of Section 94(1)(c) of the Law of Property Act 1925, Section 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003 and the Borrower hereby consents to the lodgement at The Land Registry of an application by or on behalf of the Lender for the entry of a note of such obligation on the charges register of any registered land forming part of the Property.

### **4 WARRANTIES**

4.1 The Borrower represents and warrants to the Lender as follows:-

4.1.1 All acts, conditions and things which require to be done, fulfilled and performed:-

- a) to enable the Borrower lawfully to enter into and observe, perform and comply with all obligations expressed to be assumed by it under this Legal Mortgage;
- b) to ensure that all such obligations are legal, valid, binding and enforceable in accordance with their respective terms, and
- c) to make this Legal Mortgage admissible in evidence in England and Wales

have been done, fulfilled and performed.

- 4.1.2 The Borrower has full power and authority to enter into and perform its obligations under this Legal Mortgage and all the obligations expressed to be assumed by the Borrower to the Lender under this Legal Mortgage are (subject to the Reservations) legal, valid, binding and enforceable in accordance with their respective terms.
- 4.1.3 The Borrower has obtained all necessary consents, licences and approvals to enable it to enter into this Legal Mortgage and to exercise its rights and perform its obligations hereunder and each such consent, licence or approval remains in full force and effect and any conditions attaching thereto have been complied with or fulfilled and a copy of every such consent, licence and approval has been delivered to the Lender.
- 4.1.4 In any proceedings taken in England or elsewhere in relation to this Legal Mortgage the Borrower will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.
- 4.1.5 The execution by the Borrower of this Legal Mortgage and the observance and performance by the Borrower of all its obligations hereunder will not:-
- a) contravene any law, regulation, directive, judgment or order to which it is subject or any provisions of its rules; or
  - b) result in any actual or potential breach of or default under any agreement, obligation, instrument or consent to which the Borrower is party or by which it may be bound; or
  - c) result in the creation or imposition of, or oblige it to create, any Encumbrance on its undertaking or on any of its assets, rights or revenues
- 4.1.6 Unless agreed by the Lender otherwise and except as disclosed in any certificates or reports on title delivered to and accepted by the Lender in respect of the Property prior to the execution hereof:-
- a) the Borrower is the legal and beneficial owner of, and is absolutely entitled to, all of the Charged Property free from all Encumbrances and claims whatsoever,
  - b) there is no breach of any planning legislation, bye-laws or local authority or statutory requirements which affects or is reasonably likely to affect the value of the Property,
  - c) there are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever adversely affecting the Property which affect or are reasonably likely to affect the value of the Property;
  - d) nothing has arisen or been created or is subsisting which would be an overriding interest over the Property;
  - e) no facilities necessary for the enjoyment and use of the Property are enjoyed by the Property on terms entitling any person to terminate or curtail their use; and
  - f) the Borrower has received no written notice of any adverse claims by any person in respect of the ownership of the Property or any interest in it, nor has any written acknowledgement been given to any person in respect of it.

- 4.2 The warranties and representations set out in Clause 4.1 shall be deemed to be repeated on each day that this Legal Mortgage remains in force.

## **5 COVENANTS**

### **5.1 Negative Covenants**

The Borrower hereby covenants with the Lender that at all times during the continuance of this Legal Mortgage save to the extent permitted by any agreement under which the Secured Liabilities arise or otherwise except with the prior written consent of the Lender the Borrower will not:

- 5.1.1 create or permit to subsist any Encumbrance on any of the Charged Property save for this Legal Mortgage or an Encumbrance created with the prior written consent of the Lender (whether prior to the signing of this Legal Mortgage or subsequently) or an Encumbrance which is permitted by the Loan Agreement

- 5.1.2 other than as agreed with the Lender,

- a) dispose or agree to dispose of or create or agree to create or suffer to be created any legal or equitable estate in the Charged Property or, where the Borrower has an absolute discretion, grant or withhold or agree to grant or withhold a licence or consent, whether expressly or by conduct, for assignment, parting with or sharing possession or occupation, underletting, change of use or alterations in relation to any lease to which the Property may from time to time be subject;
- b) exercise any of the powers reserved to a mortgagor by Sections 99 and 100 of the Act or otherwise grant or agree to grant any lease or tenancy or licence of the Property or accept or agree to accept a surrender of any lease or tenancy or licence thereof or vary or agree to vary the provisions of any lease or tenancy or licence thereof; or
- c) allow any person any licence or other right to occupy or share possession of the Property (save in the ordinary course of its business) and without prejudice to any of the foregoing, will procure that (save as aforesaid) no person shall be or become entitled to assert any proprietary or other like right or interest which might affect the value of the Property.

Provided that none of the foregoing prohibitions or requirements shall be construed as limiting any powers exercisable by any Receiver being an agent of the Borrower.

- 5.1.3 cause or permit any person to be registered under the Land Registration Acts as proprietor of the Property.
- 5.1.4 enter into any onerous or restrictive obligations affecting the Charged Property nor vary, release, surrender or waive any right or covenant benefiting the Charged Property.
- 5.1.5 negotiate, waive or settle any claim for compensation (whether payable under any enactment or otherwise) in respect of the compulsory acquisition of the Property, loss of or damage to the Property or reduction in the value of the Property.

- 5.1.6 during the currency of the appointment of any Receiver do anything which the Receiver is entitled to do (whether under this Legal Mortgage, at common law, by statute or otherwise).
- 5.1.7 commit any waste upon or injure any of the Charged Property or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the Charged Property.

## **5.2 Positive Covenants**

The Borrower hereby covenants with the Lender that at all times during the continuance of this Legal Mortgage the Borrower shall:-

- 5.2.1 if so required by the Lender, forthwith notify the Lender in writing of any notice or information received by the Borrower and forthwith deliver to the Lender a copy of any notice or information which is in writing and issued or sent to the Borrower which may affect this security, the observance and performance by the Borrower of its obligations under this Legal Mortgage or the title of the Borrower to the Charged Property and without delay at the cost of the Borrower take such action regarding any such notice or information as the Lender (acting reasonably) shall consider expedient and any compensation received by the Borrower as a result of any such notice or order shall if the Lender so requests be charged to and paid to the Lender and be applied in reduction of the Secured Liabilities;
- 5.2.2 save as otherwise agreed by the Lender in writing comply with the following obligations with respect to insurance:-
- a) to insure and keep insured or cause to be kept insured all fixtures and all buildings for the time being on or erected on the Property with such insurer and against such risks and in such amounts and otherwise against loss and damage upon such terms as the Lender may from time to time require (acting reasonably) and failing such requirement in accordance with the practice in respect of items of the same type from time to time current among prudent companies which do not self-insure and if so required by the Lender in writing in the joint names of the Borrower and the Lender. If no such requirement as to joint names is made by the Lender the Borrower will, unless the Lender shall otherwise expressly agree in writing, procure that the interest of the Lender is noted on the policy or policies of such insurance. No such noting will be required if there is provision for automatic noting on such policies unless the interests of any of the Borrower's other lenders are also noted on any contract of insurance in respect of the Borrower. The Borrower will duly pay all premiums and other moneys necessary for effecting and keeping up such insurance as and when the same become due and will on demand produce to or deposit with the Lender the policy or policies of such insurance and the receipt for every such payment. All moneys to be received by virtue of any insurance whatsoever on the said buildings or fixtures (whether effected or maintained by the Borrower under the obligations contained in this Clause 5.2.2 or otherwise) shall (without prejudice to any obligation having priority to the obligations hereby imposed) be paid to the Lender (and if not paid directly to the Lender by the insurers then the Borrower shall be trustee of the same for the benefit of the Lender and shall account to the Lender accordingly) and shall at the option of the Lender be applied in making good or in recouping expenditure incurred in making good the loss or damage in respect of which the same were received or, at the discretion of the Lender, in discharge or reduction of the Secured Liabilities; and

- b) not to do or permit anything in or on or relating to the Charged Property or any part thereof which may make void or voidable any insurance in connection therewith; and
- 5.2.3 keep the Property in good and substantial repair and condition and also maintain in proper working order and replace and renew when necessary any fixtures and fittings, fixed plant, machinery and equipment thereon.
- 5.2.4 permit the Lender and any Receiver or any person appointed by either of them to enter in or upon the Property at all reasonable times and on reasonable prior notice (but subject to the rights of any licensee or tenant under any Approved Tenancies):-
  - a) to view the state and condition thereof or of any building, fixtures, fittings, or any plant, machinery and equipment thereon and to carry out any survey, inspection, assessment, valuation or review of the Charged Property;
  - b) in the event of the Borrower failing to comply with any covenant or obligation in this Legal Mortgage to execute any works and do anything thereon necessary to ensure such compliance without becoming liable as mortgagee in possession;
  - c) (in the event of the Borrower failing so to do) to comply with any order, direction, requisition, permission, notice or other matter and to do all acts and things necessary or proper for complying therewith; and
  - d) to exercise the rights and powers conferred on such person pursuant to this Legal Mortgage;
- 5.2.5 punctually pay all rents, royalties and other sums reserved by and observe and perform all its other obligations under any lease, licence or other document under which the Charged Property is for the time being held or used and observe and perform and comply with all covenants and stipulations from time to time affecting the Charged Property or the mode of use or enjoyment of same;
- 5.2.6 comply with the provisions of all statutes for the time being in force and every notice, order, direction, licence, consent or permission given or made thereunder and the requirements of any local or other competent authority so far as any of the same shall relate to the Charged Property or its user or anything done thereon and in particular will not do or omit or suffer to be done or omitted any act, matter or thing in, on or respecting the Charged Property required to be omitted or done by the Town and Country Planning Acts or any other statutory provision whatever or which shall contravene the provisions of such statutory provision aforesaid or any of them and will at all times indemnify and keep indemnified the Lender against all actions, proceedings, costs, expenses, claims and demands in respect of any such matter or thing contravening the provisions of the said Acts or provision aforesaid or any of them;
- 5.2.7 punctually pay all governmental, municipal or other taxes, duties, rates and outgoings assessed upon or payable with reference to the Charged Property or any part thereof and discharge all liabilities which by law rank or may come to rank in priority to the charges contained in this Legal Mortgage,
- 5.2.8 comply with:
  - a) all applicable Environmental Law; and

b) the terms and conditions of all Environmental Permits applicable to it;

5.2.9 notify the Lender immediately of any claim notice or other communication served on it in respect of any alleged breach of any Environmental Law or any suspension, revocation or modification of any Environmental Permit and set out the action to be taken with respect to such matters;

5.2.10 notify the Lender immediately if it becomes aware of any actual or suspected Environmental Contamination and its proposal for remedying that Environmental Contamination (if the Lender is not already aware of such actual or suspected Environmental Contamination);

5.2.11 immediately inform the Lender if any of the Charged Property is likely to be entered on any register of land use (whether contaminative or otherwise) or any register of contaminated land or similar record or register;

5.2.12 maintain (or procure to be maintained) environmental liability insurance to the extent that the Lender requires (acting reasonably);

5.2.13 use its best endeavours to enforce compliance with the obligations of any other party to any document affecting the Charged Property, its construction, use or enjoyment; and

5.2.14 promptly answer any enquiry raised by the Lender about the Charged Property and on request of the Lender provide copies of any documents relating to the Charged Property.

5.3 If the Borrower for any reason fails to observe or punctually perform any of its obligations under this Legal Mortgage the Lender shall have power on behalf of the Borrower or otherwise to perform the obligation and to take any steps which the Lender in its absolute discretion considers appropriate to remedy the failure but so that exercise of that power or the failure to exercise it shall in no circumstances prejudice the Lender's rights under Clause 11 and any costs charges and expenses incurred by the Lender or any receiver in so doing (in each case on the basis of a full complete and unqualified indemnity) shall be paid to the Lender on demand and all moneys so expended and costs charges and expenses so incurred by the Lender shall form part of the Secured Liabilities.

## **6 ENFORCEMENT OF SECURITY**

6.1 The security constituted by this Legal Mortgage will become immediately enforceable and the power of sale and other powers conferred by section 101 of the Act (as varied or amended by this Legal Mortgage) will be immediately exercisable if any of the Secured Liabilities become immediately due and payable by reason of a default on the part of the Borrower. After the security constituted by this Legal Mortgage has become enforceable, the Lender may in its absolute discretion enforce all or any part of such security in such manner as it sees fit.

6.2 For the purposes of all powers implied by statute the Secured Liabilities will be deemed to have become due and payable on the date of this Legal Mortgage and Sections 93, 103 and 109(8) (in so far as it may impose any order of priority in the application of money by a receiver) of the Act will not apply to this Legal Mortgage.

6.3 The power of sale and the incidental powers conferred by Section 101 of the Act are hereby extended and varied to authorise the Lender at its absolute discretion to exercise all or any of the following powers namely:-

- 6.3.1 to sell the Charged Property for shares, debentures or other securities whatsoever or in consideration of an agreement to pay all or part of the purchase price at a later date or dates or an agreement to make periodical payments whether or not the agreement is secured by a charge or other security interest or a guarantee and also to grant any option to purchase and to effect exchanges;
  - 6.3.2 with a view to selling the Charged Property (or offering it for sale) to repair, alter, replace or develop the Charged Property and to apply for any appropriate permission, licence or approval;
  - 6.3.3 to sever any fixtures and to sell them apart from the land or buildings on or to which they are affixed and also to apportion any rent affecting the property sold, to charge such rent upon the property sold or retained and to agree by any means to indemnify any purchaser in respect of such rent or any covenants or to reserve an indemnity or powers of entry in respect of the property sold or retained;
  - 6.3.4 to remove, store, sell or otherwise deal with any chattels belonging to the Borrower which the Borrower shall fail or refuse to remove from the Charged Property within seven days of being requested to do so by notice from the Lender or the Receiver neither of whom shall be liable for any loss or damage thus occasioned to the Borrower. The Borrower shall indemnify the Lender against all expenses incurred by it in relation to such chattels and the Lender shall account to the Borrower for the proceeds of any such sale after deducting any such expenses;
  - 6.3.5 with a view to or in connection with the sale of the Charged Property to carry out any transaction, scheme or arrangement which the Lender may in its absolute discretion consider appropriate,
  - 6.3.6 to insure the Charged Property against such risks (in addition to loss or damage by fire) and for such amounts as the Lender may consider prudent, and
  - 6.3.7 to do all or any of the things or exercise all or any of the powers (mutatis mutandis) which are mentioned or referred to in Clause 7.5 and which may not be included in Sub-Clauses 6.3.1 to 6.3.6.
- 6.4 The powers of leasing and accepting surrenders of leases conferred by Sections 99(2) and (17) and Sections 100(2) and (9) of the Act are hereby extended and varied to authorise the Lender at any time after the power of sale has become exercisable for such consideration (or in a case to which Clause 6.4.2 applies without consideration) and on such terms as the Lender may in its absolute discretion consider appropriate to exercise all or any of the following powers namely:-
- 6.4.1 to make any lease whatsoever of the Charged Property subject to and with the benefit of such covenants, conditions and provisions and generally upon such terms whatsoever as the Lender may in its absolute discretion think fit including a lease which does not comply with Sections 99(3) to (10) of the Act and in connection with the making of such a lease to sever and sell any fixtures or fittings and further to vary the terms of any lease of the Charged Property;
  - 6.4.2 to accept or agree to accept any surrender of a lease of the Charged Property without regard to the conditions specified in Sections 100(2) to (5) of the Act,
  - 6.4.3 with a view to or in connection with the exercise of any of the powers conferred by Section 99(2) or 100(2) of the Act (as extended and varied by this sub-clause) to

carry out any transaction, scheme or arrangement which the Lender may in its absolute discretion consider appropriate; and

6.4.4 to grant any option in respect of all or part of the Charged Property,

AND to do so whether or not the Lender is in possession of the Charged Property and whether or not a receiver of the income of the Charged Property has been appointed by it under its statutory power and is acting.

6.5 Without prejudice to its generality Clause 6.4 authorises the Lender to grant a lease for any term whatsoever either in possession or reversion being a lease which has all or any of the following characteristics namely that it is made in consideration of a premium (whether payable in a lump sum or by instalments) that it reserves a variable or a nominal rent and whether or not it is made in the name and on behalf of the Borrower that it imposes personal obligations on the Borrower (in addition to the usual covenant for quiet enjoyment) and that it contains an option for the lessee (and those deriving title under him) to renew the lease and/or to acquire the reversionary interest expectant on the determination of the term granted by the lease.

6.6 In addition and without prejudice to any power conferred by statute the Lender may by writing delegate to any receiver all or any of the extended powers of leasing and accepting surrenders of leases conferred on the Lender by this Legal Mortgage.

6.7 For the avoidance of doubt (but without prejudice to any other rights of the Lender whether at common law by statute or otherwise) the Lender may transfer, assign or otherwise dispose of this Legal Mortgage (and the charge or charges thereby created) and all or any of its rights thereunder and any deed or document entered into collaterally thereto whether at law or in equity to any person to whom the Lender has transferred or assigned all or part of the Secured Liabilities and the Borrower hereby -

6.7.1 consents to any such transfer, assignment or dealing and agrees that upon any such transfer, assignment or dealing he shall be bound to such person (to the extent of such transfer, assignment or dealing) in like manner and to like extent as he is bound to the Lender under this Legal Mortgage (and the charge or charges hereby created) and every reference to the Lender shall be construed as including such person; and

6.7.2 consents to the Lender passing to such person or other party interested in this Legal Mortgage on a confidential basis any information and documents which have been or will be provided relating to the Charged Property or the Borrower.

## **7 RECEIVER**

7.1 At any time after the security hereby constituted becomes enforceable or if requested by the Borrower the Lender may appoint in writing or by deed any person or persons including an officer or officers of the Lender to be a Receiver (hereinafter called "the Receiver" which expression shall where the context so admits include the plural and any substitute receiver) of all or any part of the Charged Property and in the case of an appointment of more than one person to act together or independently of the other or others and the Lender may in writing or by deed remove the Receiver and appoint another in his place and the Lender may also in writing or by deed appoint another receiver if the Receiver resigns or is otherwise unable to act.

7.2 The exclusion of any part of the Charged Property from the appointment of the Receiver shall not preclude the Lender from subsequently extending his appointment (or that of the



Receiver replacing him) to that part or appointing another receiver over any other part of the Charged Property.

- 7.3 The Receiver shall also as far as the law permits be the agent of the Borrower and the Borrower alone shall be responsible for his acts and defaults and liable on any contracts or engagements made or entered into by him and the Lender shall be in no way responsible for any liability in connection with his contracts, engagements, acts, omissions, misconduct, negligence or default and if a liquidator of the Borrower shall be appointed the Receiver shall act as principal not as agent for the Lender
- 7.4 The remuneration of the Receiver may be fixed by the Lender (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise and may include remuneration in connection with claims actions or proceedings made or brought against the Receiver by the Borrower or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise) but shall be payable by the Borrower alone and the amount of such remuneration may be debited by the Lender to any account of the Borrower but shall in any event form part of the indebtedness hereby secured on the Charged Property pursuant to the charges contained in this Legal Mortgage.
- 7.5 The Receiver shall at his absolute discretion be entitled to exercise the powers conferred by the Act (and, to the extent applicable, the Insolvency Act 1986) in the same way as if the Receiver had been duly appointed thereunder and in addition to any powers conferred on a receiver by statute or common law and without prejudice to the generality of the foregoing the following powers namely:-
- 7.5 1 to take possession of get in and collect the Charged Property and carry on and manage any business of the Borrower thereat;
- 7.5 2 to sell, exchange, license or otherwise dispose of or in any way whatsoever deal with the Charged Property for such consideration (if any) including shares, debentures or any other securities whatsoever and upon such terms as he may think fit and to concur in any such transactions;
- 7 5 3 to make or take any lease which the Lender could make under its statutory powers as extended by Clauses 6.4 and 6.5 (mutatis mutandis) and to accept or agree to accept surrenders of leases or tenancies of the Charged Property in such circumstances, for such purposes and upon such terms whatsoever as he may think fit and also to vary the terms of any lease affecting the Charged Property and to act in relation to any review of the rent under such a lease or tenancy in such manner as he may think fit and so that any such new lease shall ipso facto become charged to the Lender on the terms hereof so far as applicable and to execute a formal legal charge over any such new lease in favour of the Lender in such form as it may require;
- 7.5.4 to appoint and engage employees, managers, officers, agents and advisers of the Borrower and upon such terms as to remuneration and otherwise and for such periods as he may determine and to dismiss them;
- 7.5.5 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification), of any project in which the Borrower was concerned or interested prior to his appointment being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land forming the whole or any part of the

Charged Property and to apply for and obtain any planning permissions, building regulation approvals and other permissions, consents or licences;

- 7.5.6 for such consideration and on such terms as he may think fit to purchase outright or acquire by leasing, hiring, licensing or otherwise any land, buildings, plant or materials or any other property, assets or rights of any description which he considers necessary or desirable for the improvement or realisation of the Charged Property;
- 7.5.7 in connection with the exercise of the proposed exercise of any of his powers or in order to obtain payment of his remuneration (whether or not it is already due) to borrow or raise money from any person including the Lender to rank in priority to the security hereby constituted without security or on the security of the Charged Property and generally on such terms as he may think fit;
- 7.5.8 to bring, defend, submit to arbitration, negotiate, compromise, abandon and settle and make any composition or arrangement in respect of any claims and proceedings concerning the Charged Property;
- 7.5.9 to transfer all or any of the Charged Property to any other body corporate whether or not formed or acquired for the purpose;
- 7.5.10 to do or cause or authorise to be done any act or thing or to carry out or cause or authorise to be carried out any transaction, scheme or arrangement whatsoever whether similar or not to any of the foregoing in relation to the Charged Property which he may consider expedient as effectually as if he were solely and absolutely entitled to the Charged Property;
- 7.5.11 to carry on or manage any business carried on at the Charged Property with a view to sale or otherwise;
- 7.5.12 in connection with the exercise of any of his powers to execute or do or cause or authorise to be executed or done on behalf of or in the name of the Borrower or otherwise as he may think fit all documents, acts or things which he may consider appropriate;
- 7.5.13 to effect or maintain indemnity insurance and other insurance and obtain bonds and performance guarantees;
- 7.5.14 to redeem, discharge or compromise any Encumbrance from time to time having priority to or ranking pari passu with this Legal Mortgage and generally to make any arrangement or compromise;
- 7.5.15 to exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Charged Property or incidental to the ownership of or rights in or to any Charged Property and to complete or effect any transaction entered into by the Borrower and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of the Borrower relating to or affecting the Charged Property;
- 7.5.16 to exercise all powers mutatis mutandis as are described in Schedule 1 to the Insolvency Act 1986 whether or not the Receiver is an "administrative receiver" as defined in the Insolvency Act 1986;

7.5.17 to do all or any of the things or exercise all or any of the powers (*mutatis mutandis*) which are mentioned or referred to in Clause 6 and which may not be included in Clauses 7.5.1 to 7.5.16; and

7.5.18 to do all such other things as may seem to the Receiver to be incidental or conducive to any other power vested in him or to be conducive to the realisation of the security constituted by or pursuant to this Legal Mortgage.

Provided nevertheless that the Receiver shall not be authorised to exercise any of the aforesaid powers if and insofar and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently.

## **8 APPLICATION OF MONIES**

8.1 All monies arising from the exercise of the powers of the Receiver or the Lender and all other moneys received by the Receiver or the Lender after the security hereby constituted has become enforceable (the Received Amounts) shall be applied by the Lender at entirely its own discretion

8.2 All monies paid to or received, recovered or realised by the Lender (whether or not as a result of the exercise of its powers under this Legal Mortgage) may in the discretion of the Lender be credited to any suspense or impersonal account and may be held in such account for so long as the Lender may think fit pending the application from time to time (which the Lender shall be entitled to do at its discretion) of such moneys and the accrued interest thereon (at the rate, if any, agreed in writing between the Borrower and the Lender) in or towards the discharge of any of the Secured Liabilities.

8.3 Section 109(6) and (8) of the Act (application of moneys received by receiver) shall not apply in relation to a Receiver appointed under the foregoing provisions of this Legal Mortgage.

## **9 PROTECTION OF THIRD PARTIES**

9.1 No purchaser from or other person dealing with the Lender and/or the Receiver shall be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable or whether the moneys secured under this Legal Mortgage remain outstanding or whether any case has happened to authorise the Receiver to act or as to the propriety or validity of the exercise or purported exercise of any such power and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters and all the protection to purchasers contained in Sections 104 and 107 of the Act shall apply to any person purchasing from or dealing with the Lender or any Receiver in like manner as if the statutory powers of sale and of appointing a receiver in relation to the Charged Property had not been varied or extended hereby.

9.2 The receipt of the Lender or the 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 moneys paid to or by the direction of the Lender or the Receiver.

9.3 In Clauses 9.1 and 9.2 "purchaser" includes any person acquiring for money or money's worth any lease of or Encumbrance over or any other interest or right whatsoever in relation to the Charged Property

## **10 LIABILITY OF THE LENDER**

- 10.1 Neither the Lender nor the Receiver shall be liable in respect of any loss or damage which arises out of the exercise or the attempted or purported exercise of or any failure to exercise any of their respective powers except in the case of gross negligence, wilful default or fraud upon its part.
- 10.2 Without prejudice to the generality of Clause 10.1 entry into possession of the Charged Property shall not render the Lender or the Receiver liable to account as mortgagee in possession and if and so often as the Lender enters into possession of the Charged Property it shall be entitled at any time at its pleasure to go out of such possession.

## **11 COSTS, EXPENSES AND INDEMNITY**

- 11.1 All costs, charges and expenses incurred hereunder by the Lender or the Receiver and all moneys paid by the Lender or the Receiver in perfecting or otherwise in connection with this security or in respect of the Charged Property including (without prejudice to the generality of the foregoing) all moneys expended by the Lender under Clause 5.3 hereof and all costs of the Lender or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the Secured Liabilities including without limitation any costs of the Lender or Receiver in defending any action where a third party has impugned the title to the Charged Property shall be recoverable from the Borrower on a full indemnity basis as a debt and shall be charged on the Charged Property and the charge hereby conferred shall be in addition and without prejudice to any and every other remedy, lien or security which the Lender or the Receiver may have or but for the said charge would have for the Secured Liabilities or any part thereof.
- 11.2 All sums of whatsoever nature which are payable by the Borrower under this Legal Mortgage and which are now or at any time hereafter become subject to Value Added Tax or any similar tax shall be deemed to be exclusive of Value Added Tax or any similar tax and the Borrower in addition to such sums will indemnify the Lender from and against all claims and liabilities whatsoever in respect thereof.
- 11.3 The Borrower further covenants with the Lender fully to indemnify the Lender and the Receiver against all claims, proceedings, liabilities, costs (including legal costs), charges and expenses which the Lender or the Receiver may incur (in the case of the Lender whether before or after any of the moneys hereby secured become payable):-
- 11.3.1 in consequence of anything done or purported to be done by the Lender or the Receiver under this Legal Mortgage or under any document under which the Secured Liabilities arise or any other document relating hereto or thereto or of any failure by the Borrower to comply with its obligations to the Lender hereunder or thereunder or otherwise in connection therewith; or
- 11.3.2 in consequence of any payment in respect of the Secured Liabilities (whether made by the Borrower or a third person) being impeached or declared void for any reason whatsoever.
- 11.4 Without prejudice to the generality of Clause 11.3 the Borrower shall indemnify the Lender and its officers, employees and agents against any loss, cost, expense or liability suffered or incurred by any of them as a consequence of any Environmental Claim or any actual or alleged breach of any Environmental Law or Environmental Permit to the extent that the loss or liability incurred by the Lender would not have arisen if this Legal Mortgage had not been executed.

- 11.5 If any sum payable to the Lender under the foregoing provisions of this Clause proves insufficient for the Lender to discharge any corresponding liability to a third party or to reimburse the Lender for the cost incurred by it in discharging that corresponding liability because of liability to tax, and to that extent, the Borrower will pay to the Lender such additional sum as is equal to the amount which (after taking into account any liability to tax of the Lender on it and any deduction, allowance or relief which the Lender may obtain in respect of that corresponding liability) is required to make good the relevant deficit.

## **12 FURTHER ASSURANCE; ATTORNEY**

- 12.1 The Borrower further covenants with the Lender from time to time (and for the purposes mentioned in Clause 12.1.1 notwithstanding that the security hereby constituted may not have become enforceable) upon demand at the Borrower's cost to execute any document and give any notice, order and direction and make any registration or do any other act or thing which:-

12.1.1 the Lender may specify for perfecting or improving any security created or intended to be created by this Legal Mortgage; or

12.1.2 the Lender or the Receiver may specify with a view to facilitating the exercise or the proposed exercise of any of their powers or the protection, management or realisation of the Charged Property.

- 12.2 For the purpose of securing the interest of the Lender in the Charged Property and the performance of its obligations to the Lender whether under this Legal Mortgage or otherwise the Borrower irrevocably and by way of security appoints the Lender and the Receiver jointly and also severally to be its attorney and attorneys (with full power to appoint substitutes and to sub-delegate including power to authorise the person so appointed to make further appointments in both cases with regard to all or any part or parts of the Charged Property) on its behalf and in its name or otherwise to execute any document or do any act or thing which the Borrower is obliged to the Lender to execute or do whether under this Legal Mortgage or otherwise or which the Lender or the Receiver (or its substitute or delegate) may in its or his absolute discretion consider appropriate in connection with the exercise of any of the powers of the Lender or Receiver and without prejudice to the generality of its power to appoint substitutes and to sub-delegate or to Clause 7.5.12 the Lender may appoint the Receiver as its substitute or delegate and any person appointed the substitute of the Lender shall in connection with the exercise of the said power of attorney be the agent of the Borrower.

## **13 WAIVERS**

- 13.1 The Lender may at its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not party hereto in respect of the Secured Liabilities or of any other security therefor without prejudice either to this security or to the liability of the Borrower for the Secured Liabilities.
- 13.2 The waiver by the Lender of any breach of any term of this Legal Mortgage shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach and any failure to exercise or any delay in exercising any of the Lender's rights under this Legal Mortgage shall not operate as a waiver or variation of that or any other such right and any defective or partial exercise of any such rights shall not preclude any other or further exercise of that or any other such right.
- 13.3 The powers which this Legal Mortgage confers on the Lender and the Receiver are cumulative without prejudice to their respective powers under the general law and may be

exercised as often as the Lender or the Receiver thinks appropriate. The Lender or the Receiver may in connection with the exercise of their powers join or concur with any person in any transaction, scheme or arrangement whatsoever and the Borrower acknowledges that the respective powers of the Lender and the Receiver shall in no circumstances whatsoever be suspended waived or otherwise prejudiced by anything other than an express waiver or variation in writing.

#### **14 REDEMPTION OF PRIOR ENCUMBRANCES**

If there are any Encumbrances having priority to the charges contained in this Legal Mortgage in respect of all or any part of the Charged Property then:-

- 14.1 the Lender or any Receiver may (but without prejudice to any rights the Lender or the Receiver may have under statute) redeem such prior Encumbrance or procure the transfer thereof to itself or himself as the case may be and may settle and pass the accounts of the person having the benefit of the prior Encumbrances and any account so settled and passed shall be conclusive and binding on the Borrower and the principal, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid to the Lender on demand and until payment the Charged Property shall stand charged with the amount to be paid, and
- 14.2 all the powers, authorities and discretions conferred by a prior Encumbrance upon the chargee or any receiver thereunder shall be exercisable by the Lender or a Receiver in like manner as if the same were expressly included herein and the Lender shall be entitled to exercise all the powers, authorities and discretions of a receiver appointed thereunder.

#### **15 RELEASE**

Upon irrevocable payment of all Secured Liabilities or as otherwise agreed, the Lender shall at the request and cost of the Borrower execute and do all such deeds, acts and things as may be necessary to release the Charged Property or the relevant part thereof from the security herein contained.

#### **16 AVOIDANCE OF PAYMENTS**

- 16.1 No assurance, security, guarantee or payment which may be avoided or adjusted under the law including any enactment relating to bankruptcy or insolvency (including without limitation Sections 238, 239, 242, 243 or 245 of the Insolvency Act 1986), and no release, settlement, discharge or arrangement given or made by the Lender on the faith of any such assurance, security, guarantee or payment shall prejudice or affect the right of the Lender to recover the Secured Liabilities under this Legal Mortgage from the Borrower (including any moneys which it may be compelled to pay or refund under the provisions of the Insolvency Act 1986 and any costs payable by it pursuant to or otherwise incurred in connection therewith) or to enforce the charges contained in this Legal Mortgage to the full extent of the Secured Liabilities
- 16.2 Where the Lender has reasonable cause to be concerned that the Borrower is or may become insolvent, the Lender may retain this Legal Mortgage, the Charged Property and all documents of title, certificates and other documents relating to or evidencing ownership of all or any part of the Charged Property.

#### **17 MISCELLANEOUS**

- 17.1 The terms of the documents under which the Secured Liabilities arise are incorporated in this Legal Mortgage to the extent required for any purported disposition of the Property to

be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

17.2 This Legal Mortgage shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Lender or the Borrower or any amalgamation or consolidation by the Lender or the Borrower with any other corporation.

17.3 Any certification or determination by the Lender of the amount of the Secured Liabilities and any other certification or determination by the Lender or the Receiver shall, save for manifest error, be conclusive.

17.4 Each communication to be made hereunder shall be made in writing and, unless otherwise stated, shall be made by fax or letter. Any communication or document to be made or delivered by one person to another pursuant to this Legal Mortgage shall:

17.4.1 if by way of fax (unless that other person has by fifteen days' notice specified another number) be made to such other person to the fax number identified below and shall be deemed to have been received when transmission has been completed; and

17.4.2 if by way of letter (unless that other person has by fifteen days' notice specified another address) be delivered to that other person at the address identified below and shall be deemed to have been delivered when left at that address or, as the case may be, two days after being deposited in the post postage prepaid in an envelope addressed to it

17.5 The address and facsimile number of the Borrower and the Lender for all notices under, or in connection with, this Legal Mortgage are.

In the case of the Lender, to:

Emmaus UK  
76-78 Newmarket Road  
Cambridge  
Cambridgeshire  
CB5 8DZ

Fax:

Attention:

In the case of the Borrower, to:

Emmaus North East  
639 - 643 Durham Road  
Low Fell  
Gateshead  
NE9 5HA

Fax

Attention:

- 17.6 If at any time any provision of this Legal Mortgage is or becomes illegal, invalid or unenforceable in any respect, that will not affect the legality, validity or enforceability of any other provision of this Legal Mortgage

**18 CHARITY**

- 18.1 The land charged is held by the Borrower, a non-exempt charity, but this Legal Mortgage is not one falling within section 124(9) of the Charities Act 2011, so the restrictions imposed by section 124 of that Act apply.
- 18.2 The Borrower certifies that it has the power under its trusts to effect this Legal Mortgage and that it has obtained and considered the advice required by section 124(2) of the Charities Act 2011

**19 COUNTERPARTS**

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

**20 LAW**

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

**IN WITNESS** whereof the parties have executed this Legal Mortgage the day and year first before written.



---

**SCHEDULE**

**The Property**

**257 Stanhope Road, South Shields**

**Title Numbers**

**TY497313,**

**TY505557; and**

**Part of title number TY423275, as shown in the plan edged red.**

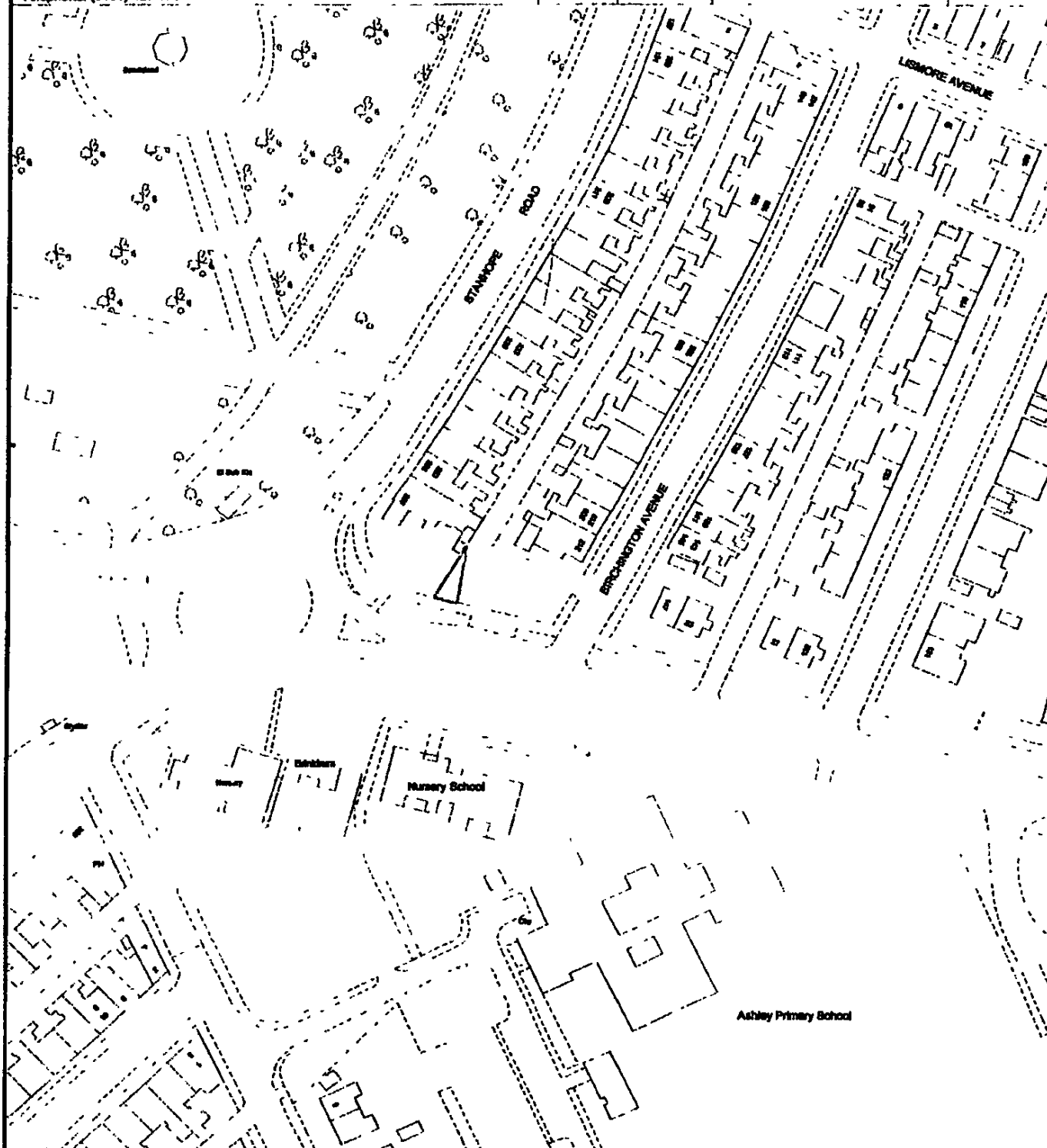


# South Tyneside Council

## Business and Resources

David Crammond - Corporate Director  
Town Hall & Civic Offices, Westoe Road, South Shields, NE33 2RL  
Telephone: (0191) 427 1717

Project <b>Sale of Land</b>		Drawing Title <b>Land to the rear of 257 Stanhope Road South Shields</b>	
Project Code		Dwg.No.	Drawn By <b>DH</b>
Rev		Date	OS Ref
Checked By		Scale 1 <b>1250</b>	Date <b>01/12/15</b>
			Size <b>A4</b>
			Chkd



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**SIGNATORIES TO THE LEGAL MORTGAGE**

**The Borrower**

Executed as a deed by **EMMAUS NORTH EAST**  
acting by ....., a director,  
In the presence of:

.....  
Director

.....  
Witness

Name of witness: .....

Address of witness: .....

.....  
Occupation of witness: ....

**The Lender**

Executed as a deed by **EMMAUS UK** acting by  
**DIANE DOHERTY** .., a director, in the  
presence of:

  
.....

Director

  
.....

Witness

Name of witness: **ALEXANDRA CUBITT**

Address of witness: **76-78 NEWMARKET RD**

**CAMBRIDGE** .....

**CB3 8DZ** .....

Occupation of witness: **FUND. MANAGER**

**SIGNATORIES TO THE LEGAL MORTGAGE**

**The Borrower**

Executed as a deed by EMMAUS NORTH EAST  
acting by ....., a director,  
~~in the presence of~~

S. Wilson  
Director

R. Hill  
Director / Secretary

~~Witness~~

~~Name of witness~~

~~Address of witness~~

~~Occupation of witness~~

**The Lender**

Executed as a deed by EMMAUS UK acting by  
....., a director, in the  
presence of:

Director

Witness

Name of witness

Address of witness

Occupation of witness: