145559/26x2

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

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

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

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

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

FRIDAY

A38I953O
A17 23/05/2014 #307
COMPANIES HOUSE

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 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

For official use 2

→ **Filling in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1 Company details

Company number: 0 8 8 2 4 3 7 6

Company name in full: Aiden Developments Ltd

2 Charge creation date

Charge creation date: d 1 d 6 m 0 m 5 y 2 y 0 y 1 y 4

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

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

Name: High Street Commercial Finance Limited

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

4 Description

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

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

Description

The freehold property known as 1 Rose Cottage, Hutton Conyers, Ripon, North Yorkshire, HG4 5EB (being all of the land in the conveyance dated 3 Novembe 1947 between Clare George Vyner (1) Studley Estate Company Limited (2) anc Thomas English (3) to the extent that this was not transferred in the deed of gif dated 17 May 1993 between Frederick Alan English (1) and Wendy Angela English (2))

5 Fixed charge or fixed security

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

☑ **Yes**

☐ **No**

6 Floating charge

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

☐ **Yes** Continue

☑ **No** Go to **Section 7**

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

☐ **Yes**

7 Negative Pledge

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

☑ **Yes**

☐ **No**

8 Trustee statement [1]

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

☐

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

9 Signature

Please sign the form here

Signature

Signature

X X

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

MR01
Particulars of a charge

Presenter information

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

Contact name Chris Hughes

Company name Mincoffs Solicitors LLP

Address

Post town

County/Region

Postcode

Country

DX 62550 Jesmond

Telephone 0191 2816151

Certificate

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

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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

Important information

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

How to pay

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

Make cheques or postal orders payable to 'Companies House'

Where to send

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

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

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

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

Further information

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

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8824376

Charge code 0882 4376 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th May 2014 and created by AIDEN DEVELOPMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd May 2014.

DX

Given at Companies House, Cardiff on 29th May 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED

16 May 2014

LEGAL MORTGAGE OF PROPERTY

between

Aiden Developments Ltd

and

High Street Boutique Finance
(which is a trading style of
High Street Commercial Finance Limited)

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL

SIGNED .....
MINCOFFS SOLICITORS LLP
NEWCASTLE UPON TYNE NE2 1SQ

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THIS DEED is dated the 16th day of May 2014

PARTIES

(1) **Aiden Developments Ltd** incorporated and registered in England and Wales under Company Registered Number 08824376 and whose registered office is situate at c/o KP Simpson, 3rd Floor, Marthas Vineyard, Prince Consort Road, England, NE31 1BE **(Borrower)**

(2) **High Street Boutique Finance** which is a trading style of High Street Commercial Finance Limited incorporated and registered in England and Wales under Company Registered Number 07841268 and whose registered office is situate at Cuthbert House All Saints Business Centre, Newcastle upon Tyne, NE1 2ET **(Lender)**

BACKGROUND

(A) The Lender has agreed pursuant to the Facility Agreement to provide the Borrower with loan facilities on a secured basis

(B) The Borrower is the owner of the Property

(C) This legal mortgage provides security which the Borrower has agreed to give the Lender for the loan facilities

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1 1 Definitions

The definitions and rules of interpretation in this clause apply in this legal mortgage

Assigned Agreements: the agreements (details of which are set out in Schedule 1), which are assigned by the Borrower pursuant to clause 3 2(c)

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

Certificate of Title: any report on or certificate of title relating to the Property supplied to the Lender by the Borrower (or on its behalf).

Charged Property: all the assets, property and undertaking for the time being subject to any Encumbrance created by this legal mortgage References to the Charged Property shall include references to any part of it

Costs: all costs, charges, expenses, taxes and liabilities of any kind, including (without limitation) costs and damages in connection with litigation, professional fees, disbursements and any VAT charged on Costs which the Lender or any Receiver or Delegate may charge or incur in relation to this legal mortgage, the Charged Property or breach of any provision of this legal mortgage by the Borrower

Delegate: any person appointed by the Lender or any Receiver pursuant to clause 12 and any person appointed as attorney of the Lender, Receiver or Delegate.

Encumbrance: 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

Environment: all of the air, water and land, including (without limitation) the air within buildings and other natural or man-made structures above or below ground, ground and surface water and surface and sub-surface soil

Environmental Law: all applicable statutes, treaties, regulations, directives or similar measures relating to the pollution or protection of the Environment that affect the Charged Property

Environmental Licence: any authorisation required by an Environmental Law in respect of any of the Charged Property

Event of Default: means any of the defaults referred to in the Facility Agreement

Facility Agreement: the loan facility letter dated for the provision of the loan facilities secured by this legal mortgage

Insurance Policies: the insurance policies referred to in clause 3 2(a)

LPA: the Law of Property Act 1925

Permitted Encumbrance: any Encumbrance referred to in the Facility Agreement

Property: the freehold or leasehold property (whether registered or unregistered) owned by the Borrower described in Schedule 2

Receiver: a receiver and/or manager of any or all of the Charged Property appointed under clause 10.1.

Rent: all amounts payable to or for the benefit of the Borrower by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Property and other monies payable to or for the benefit of the Borrower in respect of occupation or usage of any part of the Property, including (without limitation) for display of advertisements on licence or otherwise

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under or in connection with the Facility Agreement or this legal mortgage (including, without limitation, those arising under clause 19.3(b)) together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities

Security Period: the period starting on the date of this legal mortgage and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

Valuation: any valuation relating to the Property supplied to the Lender by the Borrower (or on its behalf)

VAT: value added tax

1 2 **Interpretation**

In this legal mortgage unless the context requires otherwise

(a) A reference to a statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification. re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this legal mortgage

(b) A reference to one gender includes a reference to the other gender

(c) Words in the singular include the plural and in the plural include the singular

(d) A reference to a clause or Schedule is to a clause of, or Schedule to, this legal mortgage and references to paragraphs are to paragraphs of the relevant Schedule

(e) A reference to **this legal mortgage** (or any specified provision of it) or any other document shall be construed as a reference to this legal mortgage, that provision or that document as in force for the time being and as amended from time to time

(f) A reference to a **person** shall include a reference to an individual. firm. company, partnership, corporation, unincorporated body of persons. or any state or any agency of a person

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

(h) A reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description

(i) A reference to an **authorisation** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation.

(j) A reference to a **regulation** includes any regulation. rule, official directive, request or guideline (whether or not having the force of law) of any governmental. inter-governmental or supranational body, agency, department or regulatory. self-regulatory or other authority or organisation

(k) Clause, schedule and paragraph headings shall not affect the interpretation of this legal mortgage

1.3 **Clawback**

If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise then that amount shall not be considered to have been irrevocably paid for the purposes of this legal mortgage

1.4 **Nature of security over real property**

A reference in this legal mortgage to a **charge or mortgage of or over the Property** includes

(a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Property at any time,

(b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property,

(c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants, and

(d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property

1 5 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this legal mortgage

1 6 **Third party rights**

A third party (being any person other than the Borrower, the Lender and its permitted successors and assigns, any Receiver, and any Delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this legal mortgage.

1 7 **Perpetuity period**

The perpetuity period applicable to all trusts declared by this legal mortgage shall be 80 years.

1 8 **Schedules**

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

2. **COVENANT TO PAY**

2 1 **Payment of Secured Liabilities**

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due

2 2 **Payment of interest**

The Borrower shall pay interest on any amounts due under clause 2 1 from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Borrower) at the rate and in the manner specified in the Facility Agreement In the case of any Costs, such interest shall accrue and be payable as from the date on which the relevant Costs arose, without the need for any demand for payment being made

3. GRANT OF SECURITY

3.1 **Grant of legal mortgage and fixed charges**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender:

(a) by way of first legal mortgage, the Property, and

(b) by way of first fixed charge

(i) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, the Rent and the benefit of any guarantee or security in respect of the Rent, the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement, to the extent not effectively assigned under clause 3 2,

(ii) the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Borrower is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise relating to the Charged Property, including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them, and

(iii) all authorisations (statutory or otherwise) held or required in connection with the Borrower's business carried on at the Property or the use of any Charged Property, and all rights in connection with them

3 2 **Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender:

(a) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, and

(b) the Rent and the benefit of any guarantee or security in respect of the Rent, and

(c) the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement,

provided that nothing in this clause 3 2 shall constitute the Lender as mortgagee in possession

4. PERFECTION OF SECURITY

4 1 Registration of legal mortgage at the Land Registry

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

"No disposition of the registered estate by the proprietor of the registered estate 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 [ ] 2012 in favour of High Street Commercial Finance Limited referred to in the charges register."

4 2 Further advances

The Lender covenants with the Borrower that it shall perform its obligations to make advances under the Facility Agreement (including any obligation to make available further advances)

4 3 First registration

If the title to the Property is not registered at the Land Registry, the Borrower shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Property, without the prior written consent of the Lender

4 4 Cautions against first registration and notices

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Borrower's title to the Property, the Borrower shall immediately provide the Lender with full particulars of the circumstances relating to such caution or notice If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this legal mortgage, the Borrower shall immediately and at its own expense take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled

5. LIABILITY OF THE BORROWER

5 1 Liability not discharged

The Borrower's liability under this legal mortgage in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by.

(a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground, or

(b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person, or

(c) any other act or omission, which but for this clause 5 1 might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

5 2 Immediate recourse

The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this legal mortgage against the Borrower

6. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender in the terms set out in Schedule 3 on each day during the Security Period

7. COVENANTS

The Borrower covenants with the Lender in the terms set out in Schedule 4

8. POWERS OF THE LENDER

The Lender shall have the powers set out in Schedule 5.

9. ENFORCEMENT

9 1 When security becomes enforceable

The security constituted by this legal mortgage shall be immediately enforceable and the power of sale and other powers given by section 101 of the LPA (as varied or extended by this legal mortgage) shall be immediately exercisable at any time after the occurrence of an Event of Default (whether or not such Event of Default is still continuing)

9 2 **When statutory powers arise**

Section 103 of the LPA shall not apply to this legal mortgage and the statutory power of sale and other powers given by section 101 of the LPA (as varied or extended by this legal mortgage) shall, as between the Lender and a purchaser, arise on the execution of this legal mortgage and be exercisable at any time after such execution, but the Lender shall not exercise such power of sale until the security constituted by this legal mortgage has become enforceable under clause 9 1

9 3 **Enforcement of security**

After the security constituted by this legal mortgage has become enforceable, the Lender may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property.

9 4 **Redemption of prior Encumbrances**

At any time after the security constituted by this legal mortgage has become enforceable, or after any powers conferred by any Encumbrance having priority to this legal mortgage shall have become exercisable, the Lender may

(a) redeem such or any other prior Encumbrance, or procure its transfer to itself, and

(b) settle any account of that encumbrancer

The settlement of any such account shall be conclusive and binding on the Borrower All monies paid by the Lender to an encumbrancer in settlement of such an account shall, as from its payment by the Lender, be due from the Borrower to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.

9 5 **Extension of statutory powers of leasing**

The statutory powers of leasing and accepting surrenders are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this legal mortgage has become enforceable, whether in its own name or in that of the Borrower, to make any lease or agreement for lease, accept surrenders of leases or grant any option of the whole or any part of the Property with whatever rights relating to other parts of it, containing whatever covenants on the part of the Borrower, generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA

9 6 **Privileges**

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers

9 7 **No liability as mortgagee in possession**

Neither the Lender nor any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such

9 8 **Relinquishing possession**

If the Lender, any Receiver or any Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession

10. RECEIVERS

10 1 **Appointment and removal of a Receiver**

At any time after the security constituted by this legal mortgage has become enforceable or at the request of the Borrower, the Lender may, without further notice

(a) appoint under seal or in writing, by a duly authorised officer of the Lender, any one or more person or persons to be a receiver or a receiver and manager, of all or any part of the Charged Property, and

(b) (subject to section 45 of the Insolvency Act 1986) from time to time, under seal or in writing, by a duly authorised officer of the Lender, remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place

Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Lender specifies to the contrary)

10 2 **Power of appointment additional to statutory powers**

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

10 3 **Power of appointment exercisable despite prior appointments**

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

10 4 **Remuneration of a Receiver**

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA and the remuneration of the Receiver shall be a debt secured by this legal mortgage which shall be due and payable immediately upon its being paid by the Lender

11. POWERS AND CAPACITY OF A RECEIVER

11 1 **Powers of a Receiver**

Any Receiver appointed by the Lender under this legal mortgage shall, in addition to the powers conferred on him by the LPA and the Insolvency Act 1986, have the powers set out in Schedule 6

11 2 **Scope of Receiver's powers**

Any exercise of any of the powers of a Receiver by the Receiver may be on behalf of the Borrower, the directors of the Borrower or himself

11 3 **Receiver is agent of the Borrower**

Any Receiver appointed by the Lender under this legal mortgage shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender

12. DELEGATION

Each of the Lender and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this legal mortgage (including the power of attorney granted under clause 16 1) Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Lender or any Receiver shall think fit Neither the Lender nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate

13. APPLICATION OF PROCEEDS

13 1 **Order of application**

All monies received by the Lender or a Receiver or a Delegate (other than sums received pursuant to any Insurance Policy) pursuant to this legal mortgage after the security constituted by this legal mortgage has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA) be applied

(a) first in paying all costs, charges and expenses of, and incidental to, the appointment of any Receiver and the exercise of his powers and all outgoings paid by him,

(b) second in paying the remuneration of any Receiver (as agreed between the Receiver and the Lender);

(c) third in or towards discharge of the Secured Liabilities in such order and manner as the Lender determines, and

(d) finally in paying any surplus to the Borrower or any other person entitled to it

13 2 **Appropriation**

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

13 3 **Suspense account**

All monies received by the Lender or a Receiver or a Delegate under this legal mortgage may at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Borrower, and may be held in such account for so long as the Lender, Receiver or Delegate thinks fit

14 PROTECTION OF THIRD PARTIES

14.1 **Protection of third parties**

No purchaser, mortgagee or other person dealing with the Lender or any Receiver or Delegate shall be concerned

(a) to enquire whether any of the Secured Liabilities have become due or payable, or remain unpaid or un-discharged, or whether the power the Lender or a Receiver or Delegate is purporting to exercise has become exercisable, or

(b) to see to the application of any money paid to the Lender or any Receiver or Delegate

14 2 **Conclusive discharge to purchasers**

The receipt of the Lender or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the

Lender, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit

15. COSTS AND INDEMNITY

15 1 Costs

The Borrower shall pay to, or reimburse, the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender, any Receiver or Delegate in relation to

(a) this legal mortgage or the Charged Property,

(b) taking, holding, protecting, perfecting preserving or enforcing (or attempting to do so) any of the Lender's, Receiver's or Delegate's rights under this legal mortgage, and

(c) suing for, or recovering, any of the Secured Liabilities,

including without limitation, the Costs of any proceedings in relation to this legal mortgage or the Secured Liabilities), together with interest from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Borrower) at the rate and in the manner specified in the Facility Agreement In the case of any Costs, such interest shall accrue and be payable as from the date on which the relevant Costs arose, without the need for any demand for payment being made

15 2 Indemnity

The Lender, any Receiver and any Delegate, and their respective employees and agents, shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of

(a) the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this legal mortgage;

(b) any matter or thing done, or omitted to be done in relation to the Charged Property under those powers or

(c) any default or delay by the Borrower in performing any of its obligations under this legal mortgage

16. POWER OF ATTORNEY

16 1 Appointment of attorneys

By way of security, the Borrower irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on

its behalf and as its act and deed, to execute any documents and do any acts and things which·

(a) the Borrower is required to execute and do under this legal mortgage, and

(b) any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this legal mortgage or by law on the Lender, any Receiver or any Delegate

16 2 **Ratification of acts of attorneys**

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in clause 16 1.

17 RELEASE

Subject to clause 19 3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Charged Property from the security constituted by this legal mortgage

18. ASSIGNMENT AND TRANSFER

18 1 **Assignment by the Lender**

At any time, without the consent of the Borrower, the Lender may assign or transfer the whole or any part of the Lender's rights and/or obligations under this legal mortgage to any person The Lender may disclose such information about the Borrower, the Charged Property and this legal mortgage as the Lender considers appropriate to any actual or proposed assignee or transferee

18 2 **Assignment by the Borrower**

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

19. FURTHER PROVISIONS

19 1 **Independent security**

This legal mortgage shall be in addition to, and independent of, every other security or guarantee which the Lender may hold for any of the Secured Liabilities at any time No prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this legal mortgage

19 2 **Continuing security**

This legal mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this legal mortgage in writing

19 3 **Discharge conditional**

Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise Despite any such release discharge or settlement

(a) the Lender or its nominee may retain this legal mortgage and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund, and

(b) the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred

19 4 **Certificates**

A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower shall (in the absence of any manifest error) be conclusive evidence of the amount due

19 5 **Rights cumulative**

The rights and powers of the Lender conferred by this legal mortgage are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law

19 6 **Waivers**

Any waiver or variation of any right by the Lender (whether arising under this legal mortgage or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given, and shall not prevent the Lender from subsequently relying on the relevant provision

19 7 **Further exercise of rights**

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

19 8 **Delay**

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

19 9 **Single or partial exercise**

No single or partial exercise of any right under this legal mortgage shall prevent any other or further exercise of that or any other right

19 10 **Consolidation**

The restriction on the right of consolidation contained in section 93 of the LPA shall not apply to this legal mortgage

19 11 **Partial invalidity**

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this legal mortgage under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions

19 12 **Counterparts**

This legal mortgage may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

20. NOTICES

20 1 **Service**

Any notice or other communication given under this legal mortgage shall be in writing and shall be served by delivering it personally or by sending it by recorded delivery to the address, and for the attention, of the relevant party as set out in Schedule 7, or such other address as may be notified in writing from time to time by the relevant party to the other party

20 2 **Receipt**

Receipt of any notice given under clause 20 1, shall be deemed to be received

(a) if delivered personally, at the time of delivery; or

(b) in the case of recorded delivery on the date of the signature of the recipient

20 3 **Deemed receipt**

If deemed receipt under clause 20 2 occurs

(a) before 9 00 am on a Business Day the notice shall be deemed to have been received at 9 00 am on that day, or

(b) after 5 00 pm on a Business Day, or on a day that is not a Business Day, the notice shall be deemed to have been received at 9.00 am on the next Business Day

20 4 **Proof of service**

In proving service of a notice, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party as set out in Schedule 7 (or as otherwise notified by that party under clause 20 1) and delivered

(a) to that address, or

(b) into the custody of the postal authorities as a pre-paid recorded delivery letter

20 5 **E-mails invalid**

Notice given under this legal mortgage shall not be validly served if sent by e-mail

21. GOVERNING LAW AND JURISDICTION

21 1 **Governing 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 the law of England and Wales

21 2 **Jurisdiction**

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

21 3 **Other service**

The Borrower irrevocably consents to any process in any proceedings under clause 21 2 being served on it in accordance with the provisions of this legal mortgage

relating to service of notices Nothing contained in this legal mortgage shall affect the right to serve process in any other manner permitted by law

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

Schedule 2 Property

1 Rose Cottage, Hutton Conyers, Ripon, North Yorkshire, HG4 5EB being all of the land in the Conveyance dated 3 November 1947 between Clare George Vyner (1) Studley Estate Company Limited (2) and Thomas English (3) to the extent that this was not transferred in the deed of gift dated 17 May 1993 between Frederick Alan English (1) and Wendy Angela English (2) as shown edged red on the attached plan

Schedule 3 Representations and warranties

1. **OWNERSHIP OF CHARGED PROPERTY**

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

2. **NO ENCUMBRANCES**

The Charged Property is free from Encumbrances other than Permitted Encumbrances and the Encumbrances created by this legal mortgage

3. **ADVERSE CLAIMS**

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

4. **ADVERSE COVENANTS**

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

5. **NO BREACH OF LAWS**

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

6. **NO INTERFERENCE IN ENJOYMENT**

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

7. **NO OVERRIDING INTERESTS**

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

8. **AVOIDANCE OF SECURITY**

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

9. **NO PROHIBITIONS OR BREACHES**

There is no prohibition on the Borrower assigning its rights in any of the Charged Property referred to in clause 3 2 and the entry into this legal mortgage by the Borrower does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Borrower or its assets

10. ENVIRONMENTAL COMPLIANCE

The Borrower has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Licences

11. INFORMATION FOR VALUATIONS AND CERTIFICATES OF TITLE

11 1 All written information supplied by the Borrower or on its behalf for the purpose of each Valuation and Certificate of Title was true and accurate in all material respects as at its date or as at the date (if any) on which it was stated to be given

11 2 The information referred to in paragraph 11 1 of this Schedule 3 was, as at its date or as at the date (if any) on which it was stated to be given, complete and the Borrower did not omit to supply any information which, if disclosed, would adversely affect the Valuation or Certificate of Title

11 3 In the case of the first Valuation and Certificate of Title only, nothing has occurred since the date the information referred to in paragraph 11 1 of this Schedule 3 was supplied and the date of this legal mortgage which would adversely affect such Valuation or Certificate of Title

Schedule 4 Covenants

Part 1. General covenants

1. **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

The Borrower shall not at any time, except with the prior written consent of the Lender:

(a) create, purport to create or permit to subsist any Encumbrance other than a Permitted Encumbrance on, or in relation to, the Charged Property other than this legal mortgage, or

(b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, or

(c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party

2. **PRESERVATION OF CHARGED PROPERTY**

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

3. **ENFORCEMENT OF RIGHTS**

The Borrower shall use its best endeavours to

(a) procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Borrower and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty, and

(b) enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property which the Lender may require from time to time

4. **COMPLIANCE WITH LAWS**

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

5. **NOTICE OF BREACHES**

The Borrower shall promptly on becoming aware of any of the same give the Lender notice in writing of any breach of

(a) any representation or warranty set out in Schedule 3, and

(b) any covenant set out in this Schedule 4

6. TITLE DOCUMENTS

The Borrower shall, on the execution of this legal mortgage, deposit with the Lender and the Lender shall, for the duration of this legal mortgage be entitled to hold

(a) all deeds and documents of title relating to the Charged Property which are in the possession or control of the Borrower (if these are not within the possession and/or control of the Borrower, the Borrower undertakes to obtain possession of all such deeds and documents of title), and

(b) all Insurance Policies and

(c) a copy of each Assigned Agreement, certified to be a true copy by either a director of the Borrower or by the Borrower's solicitors

7. NOTICES TO BE GIVEN BY THE BORROWER

The Borrower shall within five days of **OR** immediately on the execution of this legal mortgage

(a) give notice to the relevant insurers of the assignment pursuant to clause 3 2(a) of the Borrower's rights and interest in and under the Insurance Policies and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender,

(b) give notice to each of the other parties to the Assigned Agreements and any guarantee or security for the performance of an Assigned Agreement of the assignment pursuant to clause 3 2(c) of the Borrower's rights and interest in and under the Assigned Agreements and each guarantee or security for the performance of an Assigned Agreement and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender

The Borrower shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this paragraph 7

8. FURTHER ASSURANCE

The Borrower, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Lender as the Lender, in its absolute discretion, requires from time to time over all or any part of the Charged Property and give all notices, orders and directions which the Lender may require, in its absolute discretion for perfecting, protecting or facilitating the realisation of its security over the Charged Property

9. **BORROWER'S WAIVER OF SET-OFF**

The Borrower waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Borrower under this legal mortgage)

Part 2. Assigned Agreements covenants

1. **NO WAIVER OF RIGHTS**

The Borrower shall not, without the prior written consent of the Lender, waive any of its rights under any Assigned Agreement

2. **NO AMENDMENT OR TERMINATION**

The Borrower shall not, without the prior written consent of the Lender amend, terminate or permit termination of any Assigned Agreement

Part 3. Property covenants

1. **REPAIR AND MAINTENANCE**

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

2. **NO ALTERATIONS**

2 1 The Borrower shall not, without the prior written consent of the Lender

(a) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur, or

(b) make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with paragraph 1 of this Part 3 of Schedule 4)

2 2 The Borrower shall promptly give notice to the Lender if the premises or fixtures or fittings forming part of the Property are destroyed or damaged

3. **DEVELOPMENT RESTRICTIONS**

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

(a) make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property, or

(b) carry out or permit or suffer to be carried out on the Property any development as defined in each of the Town and Country Planning Act

1990 and the Planning Act 2008 or change or permit or suffer to be changed the use of the Property

4. INSURANCE

4 1 The Borrower shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Charged Property against

(a) loss or damage by fire or terrorist acts;

(b) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower, and

(c) any other risk, perils and contingencies as the Lender may reasonably require

Any such insurance must be with an insurance company or underwriters and on such terms as are reasonably acceptable to the Lender and must be for not less than the replacement value of the Charged Property (meaning in the case of any premises on the Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for demolition and reinstatement) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least three years

4 2 The Borrower shall, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by paragraph 4 1 of this Part 3 of Schedule 4 (or where, in the case of any leasehold property, such insurance is effected by the landlord, such evidence of insurance as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease)

4 3 The Borrower shall, if requested by the Lender, procure that a note of the Lender's interest is endorsed upon **OR** the Lender is named as co-insured with the Borrower on each Insurance Policy maintained by it or any person on its behalf in accordance with paragraph 4 1 of this Part 3 of Schedule 4 and that the terms of each such Insurance Policy require the insurer not to invalidate the policy as against the Lender by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Lender

5. INSURANCE PREMIUMS

The Borrower

(a) shall promptly pay all premiums in respect of each Insurance Policy and do all other things necessary to keep such policy in full force and effect, and

(b) shall (if the Lender so requires) produce to the Lender the receipts for all premiums and other payments necessary for effecting and keeping up the Insurance Policies (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease)

6. NO INVALIDATION OF INSURANCE

The Borrower shall not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice the Insurance Policies

7. INSURANCE POLICIES' PROCEEDS

All sums payable under any of the Insurance Policies at any time (whether or not the security constituted by this legal mortgage has become enforceable) shall

(a) immediately be paid to the Lender,

(b) if they are not paid directly to the Lender by the insurers, be held by the Borrower as trustee of the same for the benefit of the Lender (and the Borrower shall account for them to the Lender); and

(c) at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or in or towards discharge or reduction of the Secured Liabilities **OR** be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or, after the security constituted by this legal mortgage has become enforceable and if the Lender so directs, in or towards discharge or reduction of the Secured Liabilities

8. LEASES AND LICENCES AFFECTING THE PROPERTY

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

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

(b) in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property, or

(c) let any person into occupation of or share occupation of the whole or any part of the Property, or

(d) grant any consent or licence under any lease or licence affecting the Property

9. NO RESTRICTIVE OBLIGATIONS

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

10. PROPRIETARY RIGHTS

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

11. COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS

The Borrower shall.

(a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed, and

(b) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same

12. NOTICES OR CLAIMS RELATING TO THE PROPERTY

12 1 The Borrower shall

(a) give full particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and

(b) (if the Lender so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender may desire

12 2 The Borrower shall give full particulars to the Lender of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law

13. PAYMENT OF RENT AND OUTGOINGS

The Borrower shall

(a) where the Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and

(b) pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Property or on its occupier

14. ENVIRONMENT

The Borrower shall

(a) properly discharge in all material respects all duties of care and responsibility placed upon it by Environmental Law and comply in all material respects with the terms of any Environmental Licences,

(b) observe and perform in all material respects all the requirements of Environmental Law, and

(c) apply for and obtain all Environmental Licences

15. CONDUCT OF BUSINESS ON PROPERTY

The Borrower shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business

16. INSPECTION

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

17. VAT OPTION TO TAX

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

(a) exercise any VAT option to tax in relation to the Property, or

(b) revoke any VAT option to tax exercised prior to and disclosed to the Lender in writing prior to the date of this legal mortgage

Part 4. Rent covenants

1. COLLECTION OF AND DEALINGS WITH RENT

1 1 The Borrower shall not deal with the Rent except by getting it in and realising it in the ordinary and usual course of its business and shall, immediately on receipt, pay all Rent into any account as the Lender may direct from time to time The Borrower shall, pending such payment in, hold all Rent upon trust for the Lender

1 2 The Borrower agrees with the Lender that any monies received by the Lender under paragraph 1 1 of this Part 4 of Schedule 4 shall not constitute the Lender as mortgagee in possession of the Property

2. NOTICE OF ASSIGNMENT OF RENT

The Borrower shall promptly following the occurrence of an Event of Default, give notice to the relevant tenant, guarantor or surety of the assignment pursuant to clause 3 2(b) of the Borrower's rights and interest to the Rent and each guarantee or security in respect of the Rent and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender

Schedule 5 Powers of the Lender

1. POWER TO REMEDY

1 1 The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this legal mortgage The Borrower irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose Any monies expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this legal mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with clause 15 1

1 2 In remedying any breach in accordance with paragraph 1.1 of this Schedule 5, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

2. EXERCISE OF RIGHTS

The rights of the Lender under paragraph 1 of this Schedule 5 are without prejudice to any other rights of the Lender under this legal mortgage The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession

3. LENDER HAS RECEIVER'S POWERS

To the extent permitted by law, any right, power or discretion conferred by this legal mortgage on a Receiver may, after the security constituted by this legal mortgage has become enforceable, be exercised by the Lender in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver

4. CONVERSION OF CURRENCY

For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by the Lender under this legal mortgage (including the proceeds of any previous conversion under this paragraph 4) from their existing currencies of denomination into such other currencies of denomination as the Lender may think fit Any such conversion shall be effected at [the Lender's] then prevailing spot selling rate of exchange for such other currency against the existing currency Each reference in this paragraph 4 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency

5. NEW ACCOUNTS

5 1 If the Lender receives or is deemed to have received notice of any subsequent Encumbrance or other interest, affecting all or part of the Charged Property, the Lendei may open a new account for the Borrower in the Lender's books Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

5 2 If the Lender does not open a new account immediately on receipt of the notice or deemed notice referred to in paragraph 5 1 of this Schedule 5 then, unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Lender, shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lender

6. LENDER'S SET-OFF RIGHTS

If the Lender has more than one account for the Borrower in its books, the Lender may at any time after·

(a) the security constituted by this legal mortgage has become enforceable, or

(b) the Lender has received or is deemed to have received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit (but the Lender shall notify the Borrower of the transfer once made)

7. INDULGENCE

The Lender may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person that is not party to this legal mortgage (whether or not such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this legal mortgage or to the liability of the Borrower for the Secured Liabilities

Schedule 6 Powers of a Receiver

1. **POWER TO REPAIR AND DEVELOP THE PROPERTY**

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

2. **POWER TO GRANT OR ACCEPT SURRENDERS OF LEASES**

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Property and may grant any other interest or right over the Property on such terms and subject to such conditions as he thinks fit

3. **POWER TO EMPLOY PERSONNEL AND ADVISERS**

A Receiver may, for the purposes of this Schedule 6, provide services and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such salaries, for such periods and on such other terms as he thinks fit. A Receiver may discharge any such person or any such person appointed by the Borrower

4. **POWER TO MAKE AND REVOKE VAT OPTIONS TO TAX**

A Receiver may exercise or revoke any VAT option to tax as he thinks fit

5. **POWER TO CHARGE FOR REMUNERATION**

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

6. **POWER TO REALISE CHARGED PROPERTY**

A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Charged Property with like rights

7. **POWER TO MANAGE OR RECONSTRUCT THE BORROWER'S BUSINESS**

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

8. **POWER TO DISPOSE OF CHARGED PROPERTY**

A Receiver may grant options and licences over all or any part of the Charged Property sell or concur in selling, assign or concur in assigning, lease or concur in

leasing and accept or concur in accepting surrenders of leases of, all or any of the Charged Property in respect of which he is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him

9. POWER TO SEVER FIXTURES AND FITTINGS

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Borrower

10. POWER TO GIVE VALID RECEIPTS

A Receiver may give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Charged Property

11. POWER TO MAKE SETTLEMENTS

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person as he thinks fit

12. POWER TO BRING PROCEEDINGS

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property as he thinks fit

13. POWER TO INSURE

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 15.2, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this legal mortgage

14. POWERS UNDER LPA

A Receiver may exercise all powers provided for in the LPA in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986

15. POWER TO BORROW

A Receiver may, for any of the purposes authorised by this Schedule 6, raise money by borrowing from the Lender (or from any other person) on the security of all or any of the Charged Property in respect of which he is appointed on such terms as he thinks fit (including, if the Lender consents, terms under which such security ranks in priority to this legal mortgage)

16. POWER TO REDEEM PRIOR ENCUMBRANCES

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

17. POWER OF ABSOLUTE OWNER

A Receiver may do all such acts and things as an absolute owner could do in the ownership and management of the Charged Property or any part of it

18. INCIDENTAL POWERS

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 6, or which he lawfully may or can do as agent for the Borrower

Schedule 7 Notice details

The Borrower	Aiden Developments Ltd c/o KP Simpson, 3rd Floor Marthas Vineyard, Prince Consort Road, England, NE31 1BE
The Lender	High Street Commercial Finance Limited Cuthbert House All Saints Business Centre Newcastle upon Tyne NE1 2ET

Executed as a deed but not delivered until the date on the front of this document by

AIDEN DEVELOPMENTS LTD

acting by

(signature of director)

a director in the presence of

Signature of witness

Name of witness

DALE SHOTTON

Address

22 ELM PARK TCE
SHOTTON BRIDGE DH5 0NA

Occupation

Executed as a deed but not delivered until the date on the front of this document by

High Street Commercial Finance Limited

acting by

(signature of director)

a director in the presence of

Signature of witness

D Pill

Name of witness

124 BATFIELD WEST ALLOTMENT

Address

UNDERWRITER

Occupation

I hereby confirm that prior to the execution of this document I explained the contents and effect thereof to Borrower who informed me that they understood the same.

Dated

Signed:.....

Solicitor