



Registration of a Charge

Company name: **NORWICH FINANCE LIMITED**

Company number: **08924492**



X6XXL6BT

Received for Electronic Filing: **19/01/2018**

Details of Charge

Date of creation: **29/12/2017**

Charge code: **0892 4492 0001**

Persons entitled: **CONISTER BANK LIMITED**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **TRAVERS SMITH LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8924492

Charge code: 0892 4492 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th December 2017 and created by NORWICH FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th January 2018 .

Given at Companies House, Cardiff on 23rd January 2018

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



ConisterBank

DATED 29th December 2017

(1) NORWICH FINANCE LIMITED

as the Mortgagor

in favour of

(2) CONISTER BANK LIMITED

as the Lender

EQUITABLE MORTGAGE OVER SECURITIES

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THIS DEED is dated **29th DECEMBER** 2017 and made between:

- (1) **NORWICH FINANCE LIMITED**, a limited liability company incorporated under the laws of England and Wales with registered office address Acre House, 11/15 William Road, London NW1 3ER and registered number 08924492 (the "**Mortgagor**") in favour of
- (2) **CONISTER BANK LIMITED**, a company incorporated on the Isle of Man with company registration number 000738C of Clarendon House, Victoria Street, Douglas, Isle of Man IM1 2LN as lender (the "**Lender**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, terms defined in the Facility Agreement shall, unless otherwise defined in this Deed, have the same meaning when used in this Deed and in addition:

"**Borrower**" means **Norwich Finance No. 1 Ltd**, a private limited company incorporated under the laws of England and Wales with registered office address at Floor 4 25-27 Surrey Street, Norwich NR1 3NX and registered number 11071581.

"**Charges**" means all or any of the Security created or expressed to be created by or pursuant to this Deed.

"**Collateral Rights**" means all rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law.

"**Derivative Assets**" means all assets derived from any of the Shares including all allotments, accretions, offers, rights, dividends, interest, income, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to any of the Shares and all stocks, shares, rights, money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, exchange, purchase, substitution, option, interest or otherwise in respect thereof.

"**Enforcement Event**" means the occurrence of an event which results in the Security created or expressed to be created in favour of the Lender by or pursuant to this Deed becoming enforceable in accordance with Clause 8.1 (*Enforcement*).

"**Facility Agreement**" means the facility agreement dated [on or about the date of this Deed] and made between, amongst others, the Borrower and the Lender.

"**LPA**" means the Law of Property Act 1925.

"**Mortgaged Property**" means all the assets and undertaking of the Mortgagor which from time to time are the subject of the Security created or expressed to be created in favour of the Lender by or pursuant to this Deed.

"Receiver" means a receiver or receiver and manager or (where permitted by law) administrative receiver of the whole or any part of the Mortgaged Property and that term will include any appointee made under a joint and/or several appointment.

"Related Rights" means, in relation to the Shares:

- (a) the proceeds of sale of all or any of the Shares;
- (b) all rights, benefits, claims, contracts, warranties, remedies, Security, indemnities or covenants for title in respect of the Shares;
- (c) any monies and proceeds paid or payable in respect of the Shares; and
- (d) any Derivative Assets.

"Secured Obligations" means all obligations covenanted to be discharged by the Mortgagor in Clause 2.1 (*Covenant to pay*).

"Shares" means

- (a) all of the shares in the capital of the Borrower; and
- (b) all warrants, options and other rights to subscribe for, convert into or otherwise acquire such shares,

in each case whether held directly by, to the order or on behalf of the Mortgagor or by any trustee, nominee, fiduciary or clearance system on its behalf from time to time and all Related Rights (including all rights against any such trustee, nominee, fiduciary or clearance system) and including, without limitation, those shares listed at Schedule 1 (*Details of Shares*).

1.2 Interpretation

In this Deed:

- 1.2.1** the rules of interpretation contained in clause [1.2] (*Construction*) of the Facility Agreement shall apply to the construction of this Deed;
- 1.2.2** a reference to the "Lender", the "Mortgagor" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents; and
- 1.2.3** (unless otherwise stated) references in this Deed to any Clause or Schedule shall be to a clause or schedule contained in this Deed.

1.3 Third party rights

1.3.1 Unless expressly provided to the contrary in this Deed a person who is not a party hereto has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.3.2 Notwithstanding any term of this Deed, the consent of any person who is not a party hereto is not required to rescind or vary this Deed at any time.

1.4 Inconsistency

In the event of any inconsistency arising between any of the provisions of this Deed and the Facility Agreement, the provisions of the Facility Agreement shall prevail.

1.5 Deed

It is intended that this Deed takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

2. PAYMENT OF SECURED OBLIGATIONS

2.1 Covenant to pay

The Mortgagor hereby covenants with the Lender that it shall discharge all obligations, as and when they fall due in accordance with their terms, which the Mortgagor may at any time have to the Lender or any of the other Secured Parties under or pursuant to the Finance Documents (including this Deed) including any liabilities in respect of any further advances made under the Finance Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or as surety or in some other capacity). The Mortgagor shall pay to the Lender when due and payable every sum at any time owing, due or incurred by the Mortgagor to the Lender or any of the other Secured Parties in respect of any such liabilities, **provided that** neither such covenant nor the security constituted by this Deed shall extend to or include any liability or sum which would, but for this proviso, cause such covenant or security to be unlawful or prohibited by any applicable law.

2.2 Interest on demands

If the Mortgagor fails to pay any sum on the due date for payment of that sum the Mortgagor shall pay interest on any such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment calculated on a daily basis at the rate determined by and in accordance with the provisions of clause 10.3 (*Default interest*) of the Facility Agreement.

3. CHARGING PROVISIONS

The Mortgagor hereby charges and agrees to mortgage with full title guarantee in favour of the Lender as security for the payment and discharge of the Secured Obligations, all the Mortgagor's right, title and interest from time to time in and to the Shares and all Related Rights in each case both present and future.

4. PERFECTON OF SECURITY

4.1 Delivery of share certificates

4.1.1 The Mortgagor shall, on the date of this Deed or on, or promptly after, the date on which any Shares are issued or transferred to it after the date of this Deed, deposit with the Lender (or procure the deposit of):

- (a) all certificates or other documents of title to such Shares; and
- (b) stock transfer forms in such form as the Lender shall require with the name of the transferee, the consideration and the date kept blank but otherwise duly completed and executed by or on behalf of the Mortgagor in relation to such Shares.

4.1.2 The Mortgagor shall, promptly upon the accrual, offer or issue of any Derivative Assets, notify the Lender of that occurrence and promptly deliver (or procure delivery of) to the Lender:

- (a) all certificates or other documents of title representing such Derivative Assets; and
- (b) such stock transfer forms or other instruments of transfer with the name of the transferee, the consideration and the date left blank (but otherwise duly completed and executed by or on behalf of the Mortgagor) in respect of such Derivative Assets as the Lender may request.

5. FURTHER ASSURANCE

5.1 Necessary action

The Mortgagor shall at its own expense take all such action as is available to it (including making all filings and registrations) as the Lender or any Receiver may properly consider expedient for the purpose of the creation, perfection, protection, confirmation or maintenance of any Security created or intended to be created in favour of the Lender or any Receiver by or pursuant to this Deed.

5.2 Implied covenants for title

The obligations of the Mortgagor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

5.3 Value of Security

The Mortgagor shall not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Security created or intended to be created by this Deed.

6. NEGATIVE PLEDGE AND DISPOSALS

6.1 Security

Except for any Security which is Permitted Security, the Mortgagor shall not (and shall not agree to) at any time during the subsistence of this Deed, create or permit to subsist any Security over all or any part of the Mortgaged Property.

6.2 No disposal of interests

The Mortgagor shall not (and shall not agree to) at any time during the subsistence of this Deed, except as permitted pursuant to the Facility Agreement:

6.2.1 execute any transfer or assignment of, or other right to use, all or any part of the Mortgaged Property; or

6.2.2 create any legal or equitable estate or other interest in, or over, or otherwise relating to, all or any part of the Mortgaged Property; or

6.2.3 do, or omit to do, any other act or thing which may, in each case, adversely affect the value of any of the Mortgaged Property or the ability of the Lender to exercise any of the Collateral Rights; or

6.2.4 lend or otherwise dispose of, or grant any rights (whether of pre-emption or otherwise) over, all or any part of the Mortgaged Property.

7. SHARES

7.1 Dividends and voting rights: before an Enforcement Event

Prior to the occurrence of an Enforcement Event, the Mortgagor shall be entitled to:

7.1.1 receive and retain all dividends, interest and other monies arising from the Shares and/or Related Rights; and

7.1.2 exercise all voting rights in relation to the Shares **provided that** the Mortgagor shall not exercise such voting rights in any manner inconsistent with the Security created or intended to be created by this Deed or which is in breach of any Finance Document or otherwise permit or agree to any (a) variation of the rights attaching to or conferred by any of the Shares or (b) increase in the issued share capital of the Borrower, which in the opinion of the Lender would prejudice the value of, or the ability of the Lender to realise the Security created by, this Deed.

7.2 Dividends and voting rights: after an Enforcement Event

Upon the occurrence of an Enforcement Event, the Lender may at its discretion (in the name of the Mortgagor or otherwise and without any further consent or authority from the Mortgagor):

- 7.2.1** exercise (or refrain from exercising) any voting rights in respect of the Shares;
- 7.2.2** apply all dividends, interest and other monies arising from the Shares in accordance with Clause 12 (*Application of monies*);
- 7.2.3** transfer the Shares into its name or the name of such nominee(s) of the Lender as it shall require; and
- 7.2.4** exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Shares, including the right, in relation to the Borrower, to concur or participate in:
- (a) the reconstruction, amalgamation, sale or other disposal of the Borrower or any of its assets or undertaking (including the exchange, conversion or reissue of any shares or securities as a consequence of such event);
 - (b) the release, modification or variation of any rights or liabilities attaching to such shares or securities; and
 - (c) the exercise, renunciation or assignment of any right to subscribe for such shares or securities,

in each case in such manner and on such terms as the Lender may think fit, and the proceeds of any such action shall form part of the Mortgaged Property.

7.3 Payment of calls

The Mortgagor shall pay when due all calls or other payments which may be or become due in respect of any of the Shares or any Related Rights, and in any case of default by the Mortgagor in such payment, the Lender may, if it thinks fit, make such payment on behalf of the Mortgagor in which case any sums paid by the Lender shall be reimbursed by the Mortgagor to the Lender on demand and shall carry interest from the date of payment by the Lender until reimbursed at the rate and in accordance with Clause 2.2 (*Interest on demands*).

7.4 Delivery of documents of title

After the occurrence of an Enforcement Event, the Mortgagor shall, promptly on the request of the Lender, deliver (or procure delivery) to the Lender, and the Lender shall be entitled to retain, any certificates and other documents of title representing the Shares and Related Rights to which the Mortgagor (or its nominee(s)) is or becomes entitled together with any other document which the Lender may reasonably request (in such form and executed as the Lender may reasonably require) with a view to perfecting or improving its Security over the Shares and Related Rights or to registering any Shares or Related Rights in its name or the name of any nominee(s).

7.5 Exercise of rights

The Mortgagor shall not exercise any of its rights and powers in relation to any of the Shares or Related Rights in any manner which, in the reasonable opinion of the Lender, would prejudice the value of, or the ability of the Lender to realise, the Security created by this Deed.

7.6 No restrictions on transfer

The Mortgagor shall:

7.6.1 ensure that the Shares and Related Rights are at all times free from any restriction on transfer (whether under any relevant constitutional documents or otherwise) by the Lender (or its nominee(s)) to perfect or enforce the Security conferred or intended to be conferred by this Deed; and

7.6.2 procure that the board of directors of the Borrower approves any transfer of any of the Shares and Related Rights desired to be made by the Lender in the exercise of the rights, powers and remedies conferred upon it by this Deed or by law.

7.7 Communications and PSC notices

7.7.1 The Mortgagor shall notify the Lender of the contents of any communication or document received by it in relation to any of the Shares and Related Rights, where such communication or document could reasonably be expected adversely to affect the interests of the Lender.

7.7.2 The Mortgagor shall promptly copy to the Lender and comply with all requests for information which are made under sections 790D or 790E or paragraph 1(2) of Schedule 1B of the Companies Act 2006 relating to the Shares. If it fails to do so, the Lender may elect to provide such information as it may have on behalf of the Mortgagor.

7.8 Variation of rights

The Mortgagor shall not, by the exercise of any voting rights or otherwise, permit or agree to any proposed compromise, arrangement, capital reorganisation, conversion, exchange, repayment or takeover offer affecting or in respect of any of the Shares or Related Rights.

7.9 Obligations generally

The Mortgagor shall comply with every covenant (whether restrictive or otherwise), obligation and provision on its part to be complied with (and use its best endeavours to procure compliance by each other party thereto with every covenant, obligation and provision on the part of each such other party to be complied with) contained in any document affecting the Shares and Related Rights or their use and enjoyment.

8. ENFORCEMENT OF SECURITY

8.1 Enforcement

At any time after the occurrence of an Event of Default which is continuing, or if the Mortgagor requests the Lender to exercise any of its powers under this Deed, the Security created by or pursuant to this Deed is immediately enforceable and the Lender may, without notice to the Mortgagor or prior authorisation from any court, in its absolute discretion:

8.1.1 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 Mortgaged Property and the Lender (or its nominee(s)) shall have an immediate and absolute power of sale or other disposition over the Mortgaged Property (including, without limitation, the power to execute, seal, deliver or otherwise complete any transfers or other documents required to vest any of the Shares and/or Related Rights in the Lender, any of its nominees or in any purchaser of any of the Shares and/or Related Rights); and

8.1.2 whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the LPA (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.

8.2 No liability as mortgagee in possession

Neither the Lender nor any of its nominees nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Mortgaged Property or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Mortgaged Property to which a mortgagee or mortgagee in possession might otherwise be liable, and in particular the Lender (or its nominee(s)) or any Receiver shall not be liable for any loss occasioned by any exercise or non-exercise of rights attached to the Shares or the Related Rights or by any failure to report to the Mortgagor any notice or other communication received in respect of the Shares.

8.3 Right of appropriation

To the extent that any of the Mortgaged Property constitutes "financial collateral" and this Deed and the obligations of the Mortgagor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "Regulations")), the Lender shall have the right to appropriate all or any part of such financial collateral in or towards discharge of the Secured Obligations. For this purpose, the parties agree that the value of such financial collateral so appropriated shall be, in the case of the Shares, the market price of such Shares determined by the Lender by reference to a public index or by such other process as the Lender may select, including

independent valuation. In each case, the parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

8.4 Effect of moratorium

The Lender shall not be entitled to exercise its rights under Clause 8.1 (*Enforcement*) or Clause 10.1 (*Appointment and removal*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

9. EXTENSION AND VARIATION OF THE LPA

9.1 Extension of powers

The power of sale or other disposal conferred on the Lender, its nominee(s) and any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under Section 101 of the LPA and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed.

9.2 Restrictions

The restrictions contained in Sections 93 and 103 of the LPA shall not apply to this Deed or to the exercise by the Lender of its right to consolidate all or any of the Charges with any other Security in existence at any time or to its power of sale, which powers may be exercised by the Lender without notice to the Mortgagor on or at any time after the occurrence of an Enforcement Event.

9.3 Suspense account

If the Charges are enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender (or any Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

10. APPOINTMENT OF RECEIVER

10.1 Appointment and removal

At any time after the occurrence of an Event of Default which is continuing, the Lender may by deed or otherwise (acting through an authorised officer of the Lender), without prior notice to the Mortgagor and in relation to the Mortgagor:

10.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Mortgaged Property;

10.1.2 appoint two or more Receivers of separate parts of the Mortgaged Property;

10.1.3 remove (so far as it is lawfully able) any Receiver so appointed; and

10.1.4 appoint another person(s) as an additional or replacement Receiver(s).

10.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 10.1 (*Appointment and removal*) shall be:

10.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;

10.2.2 for all purposes deemed to be the agent of the Mortgagor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Lender; and

10.2.3 entitled to remuneration for his services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified by the LPA).

10.3 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Lender under the LPA (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Lender in respect of any part of the Mortgaged Property. Except as provided in Clause 8.4 (*Effect of moratorium*), any restriction imposed by law on the right of a mortgagee to appoint a receiver (including under section 109(1) of the LPA) does not apply to this Deed.

11. POWERS OF RECEIVER

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Mortgagor) have and be entitled to exercise, in relation to the Mortgaged Property (and any assets of the Mortgagor which, when got in, would be Mortgaged Property) in respect of which he was appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Mortgagor or in his own name and, in each case, at the cost of the Mortgagor):

11.1.1 all the powers conferred by the LPA on mortgagors and on mortgagees in possession and on receivers appointed under the LPA;

11.1.2 all the powers and rights of an absolute owner and power to do or omit to do anything which the Mortgagor itself could do or omit to do; and

11.1.3 the power to do all things (including bringing or defending proceedings in the name or on behalf of the Mortgagor) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in him or (b) the exercise of the Collateral Rights (including realisation of all or any part of the Mortgaged Property) or

(c) bringing to his hands any assets of the Mortgagor forming part of, or which when got in would be, Mortgaged Property.

12. APPLICATION OF MONIES

All monies received or recovered by the Lender, its nominee(s) or any Receiver pursuant to this Deed or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) be applied first in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities incurred by the Receiver in, or incidental to, the exercise of any of his powers, and thereafter shall be applied by the Lender (notwithstanding any purported appropriation by the Mortgagor) towards the obligations of the Mortgagor under the Finance Documents in such order as it may determine (in its discretion).

13. PROTECTION OF PURCHASERS

13.1 Consideration

The receipt of the Lender, its nominee(s) or any Receiver shall be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Mortgaged Property or making any acquisition, the Lender, its nominee(s) or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

13.2 Protection of purchasers

No purchaser or other person dealing with the Lender, its nominee(s) or any Receiver shall be bound to inquire whether the right of the Lender, such nominee(s) or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Lender, such nominee(s) or such Receiver in such dealings.

14. POWER OF ATTORNEY

14.1 Appointment and powers

The Mortgagor by way of security irrevocably appoints the Lender and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:

14.1.1 carrying out any obligation imposed on the Mortgagor by this Deed (including the completion, execution and delivery of any deeds, charges, assignments or other Security and any transfers of the Mortgaged Property); and

14.1.2 enabling the Lender and any Receiver to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on them by or pursuant to this Deed or by law (including the exercise of any right of a

legal or beneficial owner of the Mortgaged Property) and (without prejudice to the generality of the foregoing) to execute as a deed or under hand and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it may reasonably deem proper in or for the purpose of exercising any of such rights, powers, authorities and discretions.

14.2 Exercise of power of attorney

The Lender may only exercise the power of attorney granted by the Mortgagor pursuant to Clause 14.1 (*Appointment and powers*) following:

- 14.2.1** the occurrence of an Enforcement Event; or
- 14.2.2** the failure by the Mortgagor to comply with any further assurance or perfection of security obligations required by the terms of this Deed within three Business Days of such further assurance or perfection of security obligation arising.

14.3 Ratification

The Mortgagor shall ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

14.4 Lender's power to remedy breaches

If at any time the Mortgagor fails to perform any of the covenants contained in this Deed it shall be lawful for the Lender, but the Lender shall have no obligation, to take such action on behalf of the Mortgagor (including, without limitation, the payment of money) as may in the Lender's reasonable opinion be required to ensure that such covenants are performed. Any losses, costs, charges and expenses incurred by the Lender in taking such action shall be reimbursed by the Mortgagor on demand.

15. EFFECTIVENESS OF SECURITY

15.1 Continuing security

- 15.1.1** The Charges shall remain in full force and effect as a continuing security for the Secured Obligations unless and until the Secured Obligations have been irrevocably and unconditionally discharged in full and the Lender has no further obligation to make any advance available to any Transaction Obligor pursuant to any Finance Document.
- 15.1.2** No part of the Security from time to time intended to be constituted by this Deed will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

15.2 Cumulative rights

The Charges and the Collateral Rights shall be cumulative, in addition to and independent of every other Security which the Lender or any Secured Party may at any time hold for the Secured Obligations or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Lender or any of the other Secured Parties over the whole or any part of the Mortgaged Property shall merge into the Security constituted by this Deed.

15.3 Remedies and waivers

No failure on the part of the Lender to exercise, or any delay on its part in exercising, any Collateral Right shall operate as a waiver of that Collateral Right, nor shall any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

15.4 No liability

None of the Lender, its nominee(s) or any Receiver shall be liable by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Mortgaged Property or (c) taking possession of or realising all or any part of the Mortgaged Property.

15.5 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby and, if any part of the Security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security.

15.6 Waiver of defences

Neither the obligations of the Mortgagor under this Deed nor the Charges will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under any of the Charges (without limitation and whether or not known to it or any Secured Party) including:

- 15.6.1** any time, waiver or consent granted to, or composition with, any Transaction Obligor or other person; or
- 15.6.2** the release of any other Transaction Obligor or any other person under the terms of any composition or arrangement with any creditor of any Transaction Obligor, member of the Group or other person; or
- 15.6.3** the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, any Transaction Obligor or other person or any non-

presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security; or

15.6.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of a Transaction Obligor or any other person; or

15.6.5 any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature) or replacement of a Finance Document or any other document or Security or of the Secured Obligations (including, without limitation, any increase to the Secured Obligations as may be agreed by the Borrower from time to time); or

15.6.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Obligations; or

15.6.7 any insolvency or similar proceedings.

15.7 Mortgage intent

Without prejudice to the generality of Clause 15.6 (*Waiver of defences*), the Mortgagor expressly confirms that it intends that this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

15.8 Immediate recourse

The Mortgagor waives any right it may have of first requiring any Secured Party (or the Lender on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Mortgagor under this Deed. This waiver applies irrespective of any law or any provision of this Deed to the contrary.

15.9 Deferral of rights

Until such time as the Secured Obligations have been irrevocably and unconditionally discharged in full, the Mortgagor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed:

- 15.9.1** to be indemnified by a Transaction Obligor;
- 15.9.2** to claim any contribution from any guarantor of any Transaction Obligor's obligations under the Finance Documents;
- 15.9.3** to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- 15.9.4** to claim or to bring legal or other proceedings for an order requiring any Transaction Obligor to make any payment, or perform any obligation, in respect of which the Mortgagor has given a guarantee, undertaking or indemnity under this Deed;
- 15.9.5** to exercise any right of set-off against any Transaction Obligor; and/or
- 15.9.6** to claim or prove as a creditor of any Transaction Obligor in competition with any Secured Party.

16. RELEASE OF SECURITY

16.1 Redemption of Security

Upon the Secured Obligations being irrevocably and unconditionally discharged in full and none of the Secured Parties being under any further actual or contingent obligation to make advances or provide other financial accommodation to any Transaction Obligor or any other person under any of the Finance Documents, the Lender shall, at the request and cost of the Mortgagor, release and cancel the Security constituted by this Deed subject to Clause 16.2 (*Avoidance of payments*) and without recourse to, or any representation or warranty by, the Lender or any of its nominees.

16.2 Avoidance of payments

If the Lender considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Mortgagor under, and the Security created by, this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

17. SET-OFF

17.1 The Mortgagor authorises the Lender (but the Lender shall not be obliged to exercise such right) to set off against the Secured Obligations any amount or other obligation (contingent or otherwise) owing by the Lender to the Mortgagor and apply any credit balance to which the Mortgagor is entitled on any account with the Lender in accordance with Clause 12 (*Application of monies*) (notwithstanding any specified maturity of any deposit standing to the credit of any such account).

17.2 Without prejudice to any right of set-off the Lender may have under any other Finance Document or otherwise, if any time deposit matures on any account the Mortgagor has with the Lender prior to the release of all of the Mortgaged Property pursuant to Clause 16.1 (*Redemption of security*) when:

17.2.1 an Enforcement Event has occurred; and

17.2.2 no Secured Obligation is due and payable,

that time deposit will automatically be renewed for any further maturity which the Lender considers appropriate.

18. SUBSEQUENT SECURITY INTERESTS

If the Lender or any of the other Secured Parties at any time receives or is deemed to have received notice of any subsequent Security affecting all or any part of the Mortgaged Property or any assignment or transfer of the Mortgaged Property which is prohibited by the terms of this Deed or the Facility Agreement, all payments made thereafter by or on behalf of the Mortgagor to the Lender or any of the other Secured Parties shall be treated as having been credited to a new account of the Mortgagor and not as having been applied in reduction of the Secured Obligations as at the time when the Lender received such notice.

19. ASSIGNMENT

The Lender may assign and transfer all or any of its rights and obligations under this Deed to any person to whom it transfers the benefit of the Facility Agreement in accordance with the terms of the Facility Agreement. The Lender shall be entitled to disclose such information concerning the Mortgagor and this Deed as the Lender considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

20. NOTICES

The provisions of clause 29 (*Notices*) of the Facility Agreement shall apply to this Deed.

21. DISCRETION AND DELEGATION

21.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Deed by the Lender or any Receiver may, subject to the terms and conditions of the Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

21.2 Delegation

Each of the Lender and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise any subsequent delegation or any revocation of such power, authority or discretion by the Lender or the Receiver itself. Neither the Lender nor any Receiver shall be in any way liable or responsible to the Mortgagor for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

22. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

23. GOVERNING LAW

This Deed and all matters including non-contractual obligations arising out of or in connection with it are governed by English law.

24. JURISDICTION OF ENGLISH COURTS

24.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of, or connected with this Deed (including a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Deed) (a "**Dispute**").

24.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

24.3 Notwithstanding Clause 24.1 above, the Lender shall not and no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender and the Secured Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been signed on behalf of the Lender and executed as a deed by the Mortgagor and is delivered by it on the date specified above.

SCHEDULE 1
DETAILS OF SHARES

Shareholder	Company in which Shares are held	Class of Shares held	Number of Shares held	Issued share capital
The Mortgagor	The Borrower	Ordinary	1	£1

SIGNATURES

The Mortgagor

EXECUTED as a DEED

By: **Norwich Finance Limited**

Director

in the presence of:

Signature of Witness: _____

Name of Witness: _____

Address of Witness: _____

Occupation of Witness: _____

CHRIS PRIDDEN

21 LIZ JONES WAY

AYLSHAM

NRII BEL

The Lender

SIGNED

By: **Conister Bank Limited**

Authorised signatory