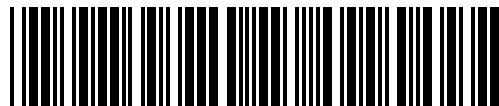




Registration of a Charge

Company Name: **AVENIR WORKS 1 LIMITED**

Company Number: **09643636**



Received for filing in Electronic Format on the: **02/07/2021**

XA7WCDLD

Details of Charge

Date of creation: **01/07/2021**

Charge code: **0964 3636 0006**

Persons entitled: **CPF ONE LIMITED**

Brief description: **36 HYDE TERRACE, LEEDS, LS2 9LN TITLE NUMBER: WYK618726 FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **SIMON COLE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9643636

Charge code: 0964 3636 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2021 and created by AVENIR WORKS 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd July 2021 .

Given at Companies House, Cardiff on 5th July 2021

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**

DATED

1 July

2021

- (1) AVENIR WORKS 1 LIMITED
- (2) CPF ONE LIMITED

THIRD-PARTY LEGAL MORTGAGE

over property known as

36 Hyde Terrace, Leeds, LS2 9LN

THIS DEED is made on

1 July

2021

BETWEEN:-

- (1) **AVENIR WORKS 1 LIMITED** incorporated and registered in England and Wales with company number 09643636 whose registered office is at 20 North Audley Street, London, England, W1K 6LX (the **Mortgagor**); and
- (2) **CPF ONE LIMITED** (Company Registration Number 10910882) whose registered address is Midland House, 2 Poole Road, Bournemouth, Dorset, BH2 5QY (the **Lender**).

BACKGROUND

- 0.1 The Lender has agreed, under the Facility Agreement, to provide the Borrower with loan facilities on a secured basis.
- 0.2 The Mortgagor owns the Property.
- 0.3 This deed provides security which the Borrower has agreed to give the Lender for the loan facilities made or to be made available under the said Facility Letter and all liabilities and obligations arising under all other existing and future agreements, deeds or documents which the Borrower has agreed or does, in the future, agree shall be secured upon the Charged Property.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions

The following definitions apply in this deed:

| | |
|------------------------------|--|
| Borrower: | Avenir Works Limited (company number 08295464) whose registered office is at 20 North Audley Street, London, W1K 6LX |
| Business Day: | a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business |
| Certificate of Title: | any report on or certificate of title relating to the Property supplied to the Lender by the Mortgagor (or on its behalf) |
| Charged Property: | means all the assets, property and undertaking from time to time subject to any Encumbrance created by this deed other than any personal chattels or trade machinery as defined in sections 4 and 5 of the Bills of Sale Act 1878 (and references to the Charged Property shall include references to any part of it). |

| | |
|-------------------------------|--|
| Costs | means 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 may reasonably charge or reasonably incur. |
| Environment: | the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media |
| Environmental Law: | all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment |
| Environmental Licence: | any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Property |
| Event of Default: | has the meaning given to that expression in the Facility Agreement |
| Facility Agreement: | Means the facility agreement between the Lender and the Borrower for the provision of the loan facilities secured by this deed as amended from time to time and all other existing and/or future facility letters, deeds or documents, as amended from time to time between the Borrower and the Lender. |
| Insurance Policy: | each contract and policy of insurance effected or maintained by the Mortgagor from time to time relating to the Property |
| LPA 1925: | the Law of Property Act 1925 |
| Permitted Security: | has the meaning given to that expression in the Facility Agreement |
| Property: | the freehold or leasehold property (whether registered or unregistered) owned by the Mortgagor described in Schedule 11 |
| Receiver: | a receiver or receiver and manager appointed by the Lender under clause 122 |

| | |
|-----------------------------|--|
| Secured Liabilities: | all present and future obligations and liabilities of either the Borrower or the Mortgagor to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Facility Agreement together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities |
| Security: | 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 |
| Security Period: | the period starting on the date of this deed and ending on the date on which the Lender is satisfied that 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 Mortgagor (or on its behalf) |
| VAT: | value added tax or any equivalent tax chargeable in the UK or elsewhere |

1.2. Interpretation

In this deed:

- 1.2.1. clause, Schedule and paragraph headings shall not affect the interpretation of this deed;
- 1.2.2. a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3. unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4. unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5. a reference to a party and the Borrower shall include that party's or the Borrower's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the

benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;

- 1.2.6. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7. a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8. a reference to writing or written includes fax and email
- 1.2.9. an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10. a reference to this deed (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- 1.2.11. unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.2.12. any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13. a reference to an amendment includes a novation, re-enactment, supplement or variation (and amend and amended shall be construed accordingly);
- 1.2.14. a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15. a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.16. a reference to determines or determined means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- 1.2.17. 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.

1.3. **Clawback**

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

1.4. Nature of security over real property

A reference in this deed to a charge or mortgage of or over the Property includes:

- 1.4.1. all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time but excluding trade machinery within the meaning of s5 of the Bills of Sale Act 1878;
- 1.4.2. the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- 1.4.3. the benefit of any covenants for title given, or entered into, by any predecessor in title of the Mortgagor in respect of the Property, and any monies paid or payable in respect of those covenants; and
- 1.4.4. 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 deed.

1.6. Third party rights

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

1.7. Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.8. Schedules

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

2. COVENANT TO PAY

2.1. Covenant to pay

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

3. GRANT OF SECURITY

3.1. Legal mortgage and fixed charges

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

3.1.1. by way of a first legal mortgage, the Property; and

3.1.2. by way of a first fixed charge:

all the Borrower's rights in each Insurance Policy, including the proceeds of any claims under each Insurance Policy, and

- a. the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Mortgagor is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever 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 whatever accruing to or for its benefit arising from any of them);

3.2. Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

3.2.1. all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy;

provided that nothing in this clause 3.2 shall constitute the Lender as mortgagee in possession.

3.3. Two or more Borrowers

Where there are two or more persons named as the Borrower, the security hereby constituted shall be a charge over the Charged Property and over any separate interest whether legal or equitable of each Borrower in the Charged Property or any part of it.

3.4. Interests less than the whole

If the Borrower's interest in the Charged Property is less than the whole legal and equitable interest or is in respect of less than the whole of the Charged Property, then in every such case, this deed shall take effect as a Deed of Charge upon such interest, whether legal or equitable or partly legal and partly equitable, as the Borrower has in the Charged Property or any part of the Charged Property.

4. PERFECTION OF SECURITY

4.1. Registration of legal mortgage at the Land Registry

The Mortgagor 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 1 July in favour of CPF One Limited referred to in the charges register."

4.2. Further advances

The security hereby constituted is made to secure further advances. The Lender covenants with the Mortgagor that it shall perform its obligations to make advances to the Borrower 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 Mortgagor 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 Mortgagor's title to the Property, the Mortgagor 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 deed, the Mortgagor 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 MORTGAGOR AND LENDER'S PROTECTIONS

5.1. Liability not discharged

The Mortgagor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 5.1.1. any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;
- 5.1.2. any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy that the Lender may now or after the date of this deed have from or against the Borrower, the Mortgagor or any other person in connection with the Secured Liabilities;
- 5.1.3. any act or omission by the Lender or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Borrower, the Mortgagor or any other person;
- 5.1.4. any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities including, without limitation, any change in the purpose of, any increase in or extension of the Secured Liabilities and any addition of new Secured Liabilities;
- 5.1.5. any grant of time, indulgence, waiver or concession to the Borrower, the Mortgagor or any other person;
- 5.1.6. any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Borrower, the Mortgagor or any other person;
- 5.1.7. any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Borrower, the Mortgagor or any other person in connection with the Secured Liabilities;
- 5.1.8. any claim or enforcement of payment from the Borrower, the Mortgagor or any other person; or
- 5.1.9. any other act or omission that would not have discharged or affected the liability of the Mortgagor had it been a principal debtor or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Mortgagor or otherwise reduce or extinguish its liability under this deed.

5.2. **Immediate recourse**

The Mortgagor waives any right it may have to require the Lender:

- 5.2.1. to take any action or obtain judgment in any court against the Borrower or any other person;
- 5.2.2. to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person; or
- 5.2.3. to make demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person,

before taking steps to enforce any of its rights or remedies under this deed.

5.3. Non-competition

The Mortgagor warrants to the Lender that it has not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Borrower, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Mortgagor under this deed but:

5.3.1. if any of the Rights is taken, exercised or received by the Mortgagor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Mortgagor on trust for the Lender for application in or towards the discharge of the Secured Liabilities under this deed; and

5.3.2. on demand by the Lender, the Mortgagor shall promptly transfer, assign or pay to the Lender all Rights and all monies from time to time held on trust by the Mortgagor under this clause 5.3.

6. REPRESENTATIONS AND WARRANTIES

6.1. Times for making representations and warranties

The Mortgagor makes the representations and warranties set out in this clause 6 to the Lender on the date of this deed and the representations and warranties contained in Clauses 6.2 to 6.4 (inclusive) and Clauses 6.5 to 6.13 (inclusive) are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6.2. Ownership of Charged Property

The Mortgagor is the sole legal and beneficial owner of the Charged Property and has good, valid and marketable title to the Property.

6.3. No Security

The Charged Property are free from any Security other than the Security created by this deed.

6.4. No adverse claims

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

6.5. No adverse covenants

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

6.6. No breach of laws

There is no breach of any law or regulation, that materially and adversely affects the Charged Property.

6.7. 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.

6.8. No overriding interests

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

6.9. No prohibitions or breaches

There is no prohibition on the Mortgagor assigning its rights in any of the Charged Property referred to in clause 3.2 and the entry into of this deed by the Mortgagor does not, and will not, constitute a breach of any policy, agreement, document, instrument or obligation binding on the Mortgagor or its assets.

6.10. Environmental compliance

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

6.11. Information for Valuations and Certificates of Title

- 6.11.1. All written information supplied by the Mortgagor or on its behalf for the purpose of each Valuation and Certificate of Title was true and accurate in all material respects at its date or at the date (if any) on which it was stated to be given.
- 6.11.2. The information referred to in clause 6.11.1 was, at its date or at the date (if any) on which it was stated to be given, complete and the Mortgagor did not omit to supply any information that, if disclosed, would adversely affect the Valuation or Certificate of Title.
- 6.11.3. In the case of the first Valuation and Certificate of Title only, nothing has occurred since the date the information referred to in clause 6.11.1 was supplied and the date of this deed that would adversely affect such Valuation or Certificate of Title.

6.12. Avoidance of security

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Mortgagor or otherwise.

6.13. Enforceable security

So far as the Borrower is or should, acting reasonably, be aware, this deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.

7. GENERAL COVENANTS

7.1. Negative pledge and disposal restrictions

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

- 7.1.1. create, purport to create or permit to subsist any Security on, or in relation to, any Charged Property other than any Security created by this deed;
- 7.1.2. 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
- 7.1.3. create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

7.2. Preservation of Charged Property

The Mortgagor shall not do, or permit to be done, any act or thing that 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 deed.

7.3. Compliance with laws and regulations

- 7.3.1. The Mortgagor shall not, without the Lender's prior written consent, use or permit the Charged Property to be used in any way contrary to law.
- 7.3.2. The Mortgagor shall:
 - a. comply with the requirements of any law or regulation relating to or affecting the Charged Property or the use of them or any part of them;
 - b. obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property or their use or that are necessary to preserve, maintain or renew any Charged Property; and
 - c. promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Charged Property.

7.4. Enforcement of rights

The Mortgagor shall use its best endeavours to:

- 7.4.1. procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Mortgagor and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty; and
- 7.4.2. enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property that the Lender may require from time to time.

7.5. Notice of misrepresentation and breach

The Mortgagor shall, promptly on becoming aware of any of the same, notify the Lender in writing of:

- 7.5.1. any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
- 7.5.2. any breach of any covenant set out in this deed.

7.6. Title documents

The Mortgagor shall, on the execution of this deed, deposit with the Lender and the Lender shall, for the duration of this deed, be entitled to hold:

- 7.6.1. all deeds and documents of title relating to the Charged Property that are in the possession or control of the Mortgagor (and if these are not within the possession or control of the Mortgagor, the Mortgagor undertakes to obtain possession of all these deeds and documents of title); and
- 7.6.2. each Insurance Policy.

7.7. Notices to be given by the Mortgagor

- 7.7.1. The Mortgagor shall immediately on the execution of this deed:
 - a. give notice to the relevant insurers of the assignment of the Mortgagor's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) under clause 3.2.1
- 7.7.2. The Mortgagor shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this clause 7.7.

7.8. Ranking of obligations

The Mortgagor's payment obligations under this deed will, at all times, rank in all respects in priority to all its other indebtedness, other than indebtedness preferred by operation of law in the event of its winding-up.

7.9. Authorisations

The Mortgagor shall obtain all consents and authorisations necessary (and do all that is needed to maintain them in full force and effect) under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under this deed and to ensure the legality, validity, enforceability and admissibility in evidence of this deed in its jurisdiction of incorporation.

8. PROPERTY COVENANTS

8.1. Repair and maintenance

8.1.1. The Mortgagor shall keep all premises, and fixtures and fittings on the Property, in:

- a. good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings that have become worn out or otherwise unfit for use with others of a like nature and equal value

8.2. No alterations

8.2.1. The Mortgagor 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 clause 8.1).

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

8.3. Development restrictions

The Mortgagor shall not, without the prior written consent of the Lender:

8.3.1. 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

8.3.2. 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.

8.4. Insurance

8.4.1. The Mortgagor 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, including any third-party liability arising from such 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 Mortgagor; and
- c. any other risk, perils and contingencies as the Lender may reasonably require.

8.4.2. Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Lender and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant 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 shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least three years, including provision for increases in rent during the period of insurance.

8.4.3. The Mortgagor shall, if requested by the Lender, produce to the Lender each policy, certificate or cover note relating to any insurance required by clause 8.4.1 (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the Mortgagor is entitled to obtain from the landlord under the terms of the relevant lease).

8.4.4. The Mortgagor shall, if requested by the Lender, procure that a note of the Lender's interest is endorsed on or the Lender is named as composite insured in respect of its own separate insurable interest under each Insurance Policy (other than public liability and third party liability insurances) effected or maintained by it or any person on its behalf in accordance with clause 8.4.1 but without the Lender having any liability for any premium in relation to those Insurance Policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.

8.5. Insurance premiums

The Mortgagor shall:

8.5.1. promptly pay all premiums in respect of each Insurance Policy required by clause 8.4.1 and do all other things necessary to keep that policy in full force and effect; and

8.5.2. (if the Lender so requires) give to the Lender copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy required by clause 8.4.1 (or where, in the case of leasehold property, insurance is effected by the landlord, such evidence of the payment of premiums as the Mortgagor is entitled to obtain from the landlord under the terms of the relevant lease).

8.6. No invalidation of insurance

The Mortgagor shall not do or omit to do, or permit to be done or omitted anything that may invalidate or otherwise prejudice any Insurance Policy.

8.7. Proceeds from Insurance policies

All monies payable under any Insurance Policy at any time (whether or not the security constituted by this deed has become enforceable) shall (if paid to the Mortgagor) be held in trust for the Lender and applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received provided that:

- 8.7.1. where the Property has been so seriously damaged as to be unfit for occupation or use or the means of access and egress to and from the Property rendered substantially unfit for use all such monies shall, if the Lender so directs, be applied in or towards discharge or reduction of the Secured Liabilities.
- 8.7.2. after the security constituted by this deed has become enforceable and if the Lender so directs, all such monies shall be applied in or towards discharge or reduction of the Secured Liabilities.

8.8. Leases and licences affecting the Property

The Mortgagor shall not, without the prior written consent of the Lender (which consent, in the case of clause 8.8.4, is not to be unreasonably withheld or delayed in circumstances in which the Mortgagor may not unreasonably withhold or delay its consent):

- 8.8.1. grant any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);
- 8.8.2. in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property);
- 8.8.3. let any person into occupation, or share occupation, of the whole or any part of the Property; or
- 8.8.4. grant any consent or licence under any lease or licence affecting the Property.

8.9. No restrictive obligations

The Mortgagor 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.

8.10. Proprietary rights

The Mortgagor 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.

8.11. Compliance with and enforcement of covenants

The Mortgagor shall:

- 8.11.1. 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
- 8.11.2. 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.

8.12. Notices or claims relating to the Property

8.12.1. The Mortgagor 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 Mortgagor, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, any objections or representations in respect of that Notice that the Lender thinks fit.

8.12.2. The Mortgagor 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, in each case relating to the Property.

8.13. Payment of rent and outgoings

The Mortgagor shall:

- 8.13.1. where the Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and

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

8.14. Rent reviews

- 8.14.1. The Mortgagor shall, if the Property is subject to occupational leases or licences, implement any upwards rent review provisions and shall not, without the prior written consent of the Lender, agree to any change in rent to less than the open market rental value of the relevant part of the Property.

- 8.14.2. The Mortgagor shall not, without the prior written consent of the Lender, if the Property is leasehold, agree to any change in the rent payable under the lease in excess of the open market rental value and shall only agree to any upwards rent review in accordance with the terms of the lease.

8.15. Environment

The Mortgagor shall in respect of the Property:

- 8.15.1. comply in all material respects with all the requirements of Environmental Law; and
- 8.15.2. obtain and comply in all material respects with all Environmental Licences.

8.16. Conduct of business on Property

The Mortgagor 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.

8.17. Inspection

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

8.18. VAT option to tax

The Mortgagor shall not, without the prior written consent of the Lender:

- 8.18.1. exercise any VAT option to tax in relation to the Property; or
- 8.18.2. revoke any VAT option to tax exercised, and disclosed to the Lender in writing, before the date of this deed.

9. POWERS OF THE LENDER

9.1. Power to remedy

- 9.1.1. The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Mortgagor of any of its obligations contained in this deed.
- 9.1.2. The Mortgagor irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.
- 9.1.3. Any monies expended by the Lender in remedying a breach by the Mortgagor of its obligations contained in this deed shall be reimbursed by the Mortgagor to the Lender on a full indemnity basis and shall carry interest in accordance with clause 15.1.
- 9.1.4. In remedying any breach in accordance with this clause 9.1, 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.

9.2. Exercise of rights

The rights of the Lender under clause 9.1 are without prejudice to any other rights of the Lender under this deed. The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

9.3. Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed (either expressly or impliedly) or by law on a Receiver may, after the security constituted by this deed 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.

9.4. Conversion of currency

- 9.4.1. 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 it under this deed (including the proceeds of any previous conversion under this clause 9.4) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit.
- 9.4.2. 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 or if the Lender has no such spot rate then the spot rate reasonably selected by the Lender.
- 9.4.3. Each reference in this clause 9.4 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.

9.5. Indulgence

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

10. WHEN SECURITY BECOMES ENFORCEABLE

10.1. Security becomes enforceable on Event of Default

The security constituted by this deed shall become immediately enforceable if:

- 10.1.1. an Event of Default occurs; or
- 10.1.2. any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid or discharged by the Mortgagor or the Borrower (whether on demand or at scheduled maturity or by acceleration or otherwise, as the case may be), or
- 10.1.3. the Borrower or Mortgagor shall be in breach of any of its obligations under the Facility Agreement, this deed or under any other agreement deed or document between the Borrower or the Mortgagor and the Lender, or
- 10.1.4. any representation, warranty or statement made, repeated or deemed made by the Mortgagor or the Borrower in, or pursuant to, the Facility Agreement or this deed is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made.

10.2. Discretion

After the security constituted by this deed 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.

11. ENFORCEMENT OF SECURITY

11.1. Enforcement powers

- 11.1.1. The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 10.1.
- 11.1.2. Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

11.2. Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as

to authorise the Lender and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Mortgagor, to:

- 11.2.1. grant a lease or agreement for lease;
- 11.2.2. accept surrenders of leases; or
- 11.2.3. grant any option in respect of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver, acting reasonably and properly for the purposes of protecting and/or realising the Lender's security under this deed, thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

11.3. Where the Lender or Receiver takes possession of the Property

Where the Lender or any Receiver takes possession of the Property and goods furniture chattels personal effects or other items ("Goods") remain at the Property the Lender or the Receiver:

- 11.3.1. may remove and store any Goods;
- 11.3.2. may dispose of the Goods by sale or otherwise, as the Lender or Receiver acting reasonably considers fit or, if Lender or the Receiver know that the Goods do not belong to the Borrower, return them to their rightful owner;
- 11.3.3. may include the Goods in any sale of the Property;
- 11.3.4. will only take the steps mentioned in clause 11.3.1, 11.3.2 or 11.3.3 if the Mortgagor has not removed the Goods within seven days after the Lender or the Receiver has given notice to the Mortgagor asking the Mortgagor to remove them or has failed after taking reasonable steps to trace or communicate with the Mortgagor;
- 11.3.5. may arrange for an appropriate organisation to remove and care for any animals found at the Property at the Borrower's cost;

provided always that nothing in this clause 11.3 gives the Lender any charge or other security interest in any Goods or animals at the Property and the Lender or the Receiver will return to the Borrower the proceeds of sale of the Goods.

11.4. Redemption of prior Security

- 11.4.1. At any time after the security constituted by this deed has become enforceable, or after any power to repossess the Charged Property, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Lender may:

- a. redeem any prior Security over any Charged Property;
- b. procure the transfer of that Security to itself; and
- c. settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Mortgagor).

11.4.2. The Mortgagor shall pay to the Lender immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this deed as part of the Secured Liabilities.

11.5. Protection of third parties

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

- 11.5.1. whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 11.5.2. whether any power the Lender, a Receiver is purporting to exercise has become exercisable or is being properly exercised; or
- 11.5.3. how any money paid to the Lender, any Receiver or is to be applied.

11.6. Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

11.7. Relinquishing possession

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

11.8. Conclusive discharge to purchasers

The receipt of the Lender or any Receiver, 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, and every Receiver may do so for any consideration, in any manner and on any terms that it or he/she thinks fit.

12. RECEIVERS

12.1. Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Mortgagor, the Lender may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Charged Property.

12.2. Removal

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

12.3. Remuneration

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

12.4. Power of appointment additional to statutory powers

12.4.1. The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

12.4.2. The Lender may either in a Receiver's appointment or from time to time afterwards in writing exclude any one or more of the powers mentioned in clause 13 of this deed.

12.5. Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed 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.

12.6. Agent of the Mortgagor

Any Receiver appointed by the Lender under this deed shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Mortgagor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

13. POWERS OF RECEIVER

13.1. Powers additional to statutory powers

13.1.1. Any Receiver appointed by the Lender under this deed shall, in addition to the rights, powers and discretions conferred on him/her by statute, have the rights, powers and discretions set out in clause 13.2 to clause 13.22.

13.1.2. A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether he/she is an administrative receiver or not.

13.1.3. If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

13.1.4. Any exercise by a Receiver of any of the powers given by clause 13 may be on behalf of the Mortgagor, the directors of the Mortgagor or himself/herself.

13.2. 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.

13.3. Grant or accept surrenders of leases

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

13.4. Where the Property is leasehold

A Receiver may if the Property is leasehold vary the terms of or surrender the lease and/or take a new lease of the Property or of any part of the Property and/or exercise any rights of the Mortgagor to extend or renew the lease of the Property or to acquire the freehold or any superior interest in the Property (or any interest in them) on such terms as he shall reasonably think fit and so that any such new lease, freehold or superior interest (or any interest in them) in the Property shall, from its commencement or acquisition, become charged to the Lender on the terms of this deed so far as applicable and to execute a formal legal charge over any such new lease freehold or superior interest (or any interest in them) in favour of the Lender in such form as the Lender may reasonably require.

13.5. Employ personnel and advisers

13.5.1. A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he/she thinks fit.

13.5.2. A Receiver may discharge any such person or any such person appointed by the Mortgagor.

13.6. Make and revoke VAT options to tax

A Receiver may make, exercise or revoke any VAT option to tax as he/she thinks fit.

13.7. Charge for remuneration

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

13.8. Take possession

A Receiver may take immediate possession of, get in and realise any Charged Property.

13.9. Manage or reconstruct the Mortgagor'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 Mortgagor carried out at the Property.

13.10. Dispose of Charged Property

A Receiver may grant options and licences over all or any part of the Charged Property, grant any other interest or right over, sell, exchange, assign or lease (or concur in granting options and licences over all or any part of the Charged Property, granting any other interest or right over, selling, exchanging, assigning or leasing) all or any of the Charged Property in respect of which he/she is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he/she thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him/her.

13.11. Sever fixtures and fittings

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

13.12. Give valid receipts

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Property.

13.13. Make settlements

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of the Mortgagor or relating in any way to any Charged Property.

13.14. Bring legal action

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

13.15. Insure

A Receiver may, if he/she 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 Mortgagor under this deed.

13.16. Form subsidiaries

A Receiver may form a subsidiary of the Mortgagor and transfer to that subsidiary any Charged Property.

13.17. Borrow

A Receiver may, for whatever purpose he/she thinks fit, raise and borrow money either unsecured or on the security of all or any of the Charged Property in respect of which he/she is appointed on any terms that he/she thinks fit (including, if the Lender consents, terms under which that security ranks in priority to this deed).

13.18. Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Mortgagor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

13.19. Delegation

A Receiver may delegate his/her powers in accordance with this deed.

13.20. Perform Mortgagor's obligations

A Receiver may perform any obligation of the Mortgagor under this deed which the Mortgagor has failed to perform in full and put right any matter or thing which has occurred as a result of the Mortgagor's breach of this deed.

13.21. Absolute beneficial owner

A Receiver may, in relation to any of the Charged Property, exercise all powers, authorisations and rights he/she would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do in the ownership and management of all or any part of the Charged Property.

13.22. Incidental powers

A Receiver may do any other acts and things that he/she:

- 13.22.1. may consider desirable or necessary for realising any of the Charged Property;
- 13.22.2. may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- 13.22.3. lawfully may or can do as agent for the Mortgagor.

14. APPLICATION OF PROCEEDS

14.1. Order of application of proceeds

All monies received or recovered by the Lender, a Receiver under this deed or in connection with the realisation or enforcement of all or part of the security constituted by this deed (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Lender's right to recover any shortfall from the Mortgagor or the Borrower):

- 14.1.1. In discharge of all rents, taxes, rates and outgoings properly payable in respect of the Charged Property;
- 14.1.2. in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;
- 14.1.3. in or towards payment of the Secured Liabilities in any order and manner that the Lender determines; and
- 14.1.4. in payment of the surplus (if any) to the Mortgagor or other person entitled to it.

14.2. Appropriation

Neither the Lender nor any Receiver shall be bound (whether by virtue of section 109(8) of the LPA 1925, 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.

14.3. Suspense account

All monies received by the Lender or a Receiver under this deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

- 14.3.1. may, at the discretion of the Lender or Receiver, be credited to a suspense account;
- 14.3.2. shall bear interest, if any, at the rate agreed in writing between the Lender and the Mortgagor; and
- 14.3.3. may be held in that account for so long as the Lender or Receiver thinks fit.

15. COSTS AND INDEMNITY

15.1. Costs

The Mortgagor shall, promptly on demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses,

taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender or any Receiver in connection with:

- 15.1.1. this deed or the Charged Property;
- 15.1.2. taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or a Receiver's rights under this deed; or
- 15.1.3. taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Mortgagor) at the rate and in the manner specified in the Facility Agreement.

15.2. Indemnity

- 15.2.1. The Mortgagor shall indemnify the Lender, each Receiver, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:
 - a. the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Property;
 - b. taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
 - c. any default or delay by the Mortgagor in performing any of its obligations under this deed.
- 15.2.2. Any past or present employee or agent may enforce the terms of this clause 15.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

16. FURTHER ASSURANCE

16.1. Further assurance

16.2. The Mortgagor shall promptly, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

- 16.2.1. creating, perfecting or protecting the security intended to be created by this deed;

- 16.2.2. facilitating the realisation of any Charged Property; or
- 16.2.3. facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any Charged Property,

including, without limitation the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Property (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, the Lender may consider necessary or desirable.

17. POWER OF ATTORNEY

17.1. Appointment of attorneys

By way of security, the Mortgagor irrevocably appoints the Lender and every Receiver separately to be the attorney of the Mortgagor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- 17.1.1. the Mortgagor is required to execute and do under this deed; or
- 17.1.2. any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender or any Receiver.

17.2. Ratification of acts of attorneys

The Mortgagor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 17.1.

18. RELEASE

18.1. Release

- 18.2. Subject to clause 21.3, at the end of the Security Period, the Lender shall, at the request and cost of the Mortgagor, take whatever action is necessary to:

- 18.2.1. release the Charged Property from the security constituted by this deed; and
- 18.2.2. reassign the Charged Property to the Mortgagor.

19. ASSIGNMENT AND TRANSFER

19.1. Assignment by Lender

- 19.1.1. At any time, without the consent of the Mortgagor, the Lender may assign or transfer any or all of its rights and obligations under this deed to any person. Any such assignment or transfer shall not cause the Borrower's rights under the Facility Letters and this deed

to be reduced materially or cause the Borrower's obligations under the Facility Letters and this deed to be increased materially.

- 19.1.2. The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Mortgagor, the Charged Property and this deed that the Lender considers appropriate.

19.2. Assignment by Mortgagor

The Mortgagor may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

20. THIRD PARTY RIGHTS

20.1. Third party rights

- 20.1.1. Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

21. FURTHER PROVISIONS

21.1. Independent security

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that 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 deed.

21.2. Continuing security

The security constituted by this deed 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 deed in writing.

21.3. Discharge conditional

Any release, discharge or settlement between the Mortgagor 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 under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise.

21.4. Rights cumulative

The rights and powers of the Lender conferred by this deed 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.

21.5. Variations and waivers

Any waiver or variation of any right by the Lender (whether arising under this deed 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 is given.

21.6. Delay

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

21.7. Single or partial exercise

No single or partial exercise of any right under this deed shall prevent any other or further exercise of that or any other right.

21.8. Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modifications necessary to give effect to the commercial intention of the parties.

21.9. Certificates

A certificate or determination by the Lender as to any amount for the time being due to it from the Mortgagor under this deed shall be, in the absence of any manifest error, conclusive evidence of the amount due.

21.10. Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

22. NOTICES

22.1. Delivery

Any notice or other communication given to a party under or in connection with this deed shall be:

22.1.1. in writing;

22.1.2. delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and

22.1.3. sent to:

a. the Mortgagor at: 20 North Audley Street, London, England, W1K 6LX

b. the Lender at: Midland House, 2 Poole Road, Bournemouth, Dorset, BH2 5QY

22.2. Receipt by Mortgagor

Any notice or other communication that the Lender gives to the Mortgagor shall be deemed to have been received:

22.2.1. if delivered by hand, at the time it is left at the relevant address;

22.2.2. if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

22.2.3. if sent by fax, when received in legible form.

A notice or other communication given as described in clause 22.2.1 or clause 22.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

22.3. Receipt by Lender

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

23. GOVERNING LAW AND JURISDICTION

23.1. Governing law

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

23.2. Jurisdiction

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

23.3. Other service

The Mortgagor irrevocably consents to any process in any legal action or proceedings under clause 23.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

24. COUNTERPARTS

This deed 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.

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

**Schedule 1
Property**

Property:

36 Hyde Terrace, Leeds, LS2 9LN

Title Number:

WYK618726

Executed as a deed by

AVENIR WORKS 1

LIMITED

Acting by a director, in the
presence of:

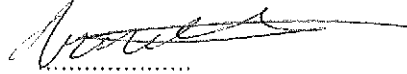
Witness signature:

Malley

Witness name: MERISSA JANE GALLEY

Witness Address 1 PARK ROW LEEDS LS1 5JW

Witness occupation: SOLICITOR



Director

