



Registration of a Charge

Company name: **WATERSIDE VILLAGES PLC**

Company number: **09791187**



X599J47I

Received for Electronic Filing: **16/06/2016**

Details of Charge

Date of creation: **16/06/2016**

Charge code: **0979 1187 0002**

Persons entitled: **TMF TRUSTEE LIMITED**

Brief description: **1. THE FREEHOLD LAND AT LAKEVIEW COUNTRY CLUB LANIVET BODMIN PL30 5JS AS IS REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER CL53252; 2. THE FREEHOLD LAND ADJOINING LAKEVIEW COUNTRY CLUB LANIVET BODMIN PL30 5JS AS IS REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER CL321369; 3. THE FREEHOLD LAND ON THE NORTH EAST OF LAKEVIEW COUNTRY CLUB LANIVET BODMIN PL30 5JS AS IS REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER CL321368; 4. THE FREEHOLD LAND ON THE SOUTHEAST SIDE OF HIGHER ROSEWARRICK FARM LANIVET BODMIN PL30 5JS AS IS REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER CL92053; AND 5. THE FREEHOLD LAND ON THE WEST SIDE OF HIGHER ROSEWARRICK FARM LANIVET BODMIN PL30 5JS AS IS REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER CL208217.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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: **ROBERT SEDGWICK**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9791187

Charge code: 0979 1187 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th June 2016 and created by WATERSIDE VILLAGES PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th June 2016 .

Given at Companies House, Cardiff on 17th June 2016

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 16 June 2016

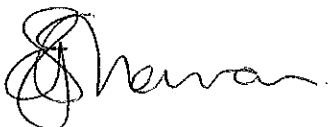
(1) WATERSIDE VILLAGES PLC

and

(1) (2) TMF TRUSTEE LIMITED (AS TRUSTEE)

LEGAL MORTGAGE

I CERTIFY THAT THIS IS A
TRUE AND COMPLETE COPY
OF THE ORIGINAL DOCUMENT.



EMMA SHARMAN (SOLICITOR)

THIS DEED is dated this day of

16 June

2016

PARTIES:

- (1) **WATERSIDE VILLAGES PLC** a public company limited by shares incorporated in England and Wales with company number 09791187 whose registered office is at Wellington Gate, 7-9 Church Road, Tunbridge Wells, Kent, TN1 1HT (the "**Chargor**"); and
- (2) **TMF TRUSTEE LIMITED** (registered with company number 03814168) of 5th Floor, 6 St Andrew Street, London, EC4A 3AE (the "**Trustee**") as security trustee for the Secured Parties.

BACKGROUND:

- (A) The Secured Parties have agreed to lend monies to the Borrower Companies.
- (B) This deed provides security which the Chargor has agreed to give to the Trustee as continuing third party security for all of the obligations and liabilities of the Borrower Companies to the Secured Parties from time to time.

AGREED TERMS:

1. DEFINITIONS AND INTERPRETATION

1.1. The following definitions apply in this deed:

"Assigned Agreements"	the agreements (details of which are set out in Schedule 2), which are assigned by the Chargor pursuant to clause 8.2.3
"Borrower Companies"	means together, Bond Co and any other member of its Group that receives an investment from any New Secured Party (each individually, a " Borrower Company ")
"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 Trustee by the Chargor (or on its behalf)
"Charged Property"	all the assets, property and undertaking for the time being subject to any Security created by this deed (and references to the Charged Property shall include references to any part of it)
"Corporate Bonds"	means the £3,900,000 7.65% corporate

"Delegate"	bonds issued or to be issued by Bond Co any person appointed by the Trustee or any Receiver under clause 33 and any person appointed as attorney of the Trustee, Receiver or Delegate
"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"	shall be as defined in the relevant Investment Documents
"Insurance Policy"	each contract or policy of insurance effected or maintained by the Chargor from time to time in respect of the Property
"Investment Documents"	has the meaning set out in the Security Trust and Intercreditor Deed
"LPA 1925"	the Law of Property Act 1925
"Property"	the freehold or leasehold property (whether registered or unregistered) owned by the Chargor described in Schedule 1
"Receiver"	a receiver or a receiver and manager of any or all of the Charged Property
"Rent"	all amounts payable to or for the benefit of the Chargor by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Property and other monies payable to or for the benefit of the Chargor in respect of occupation or usage of any part of the Property, including (without limitation) for display of advertisements on licence or otherwise

"Rent Account"	a blocked bank account held by the Chargor for the purpose of holding any Rent
"Secured Liabilities"	has the meaning set out in the Security Trust and Intercreditor Deed
"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
"Secured Parties"	has the meaning set out in the Security Trust and Intercreditor Deed
"Security Period"	the period starting on the date of this deed and ending on the date on which the Trustee 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
"Security Trust and Intercreditor Deed"	means the security trust and intercreditor deed to be entered into on or around the date of this deed between the Chargor, the Trustee and other parties to govern (amongst other things) the terms on which the Trustee shall hold the benefit of this Charge for the Secured Parties, as may be amended from time to time in accordance with its terms
"Valuation"	any valuation relating to the Property supplied to the Trustee by the Chargor (or on its behalf)
"VAT"	value added tax

1.2. In this deed:

- 1.2.1. clause and 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) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- 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 shall include that party's 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;
- 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 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 continuing in relation to an Event of Default means an Event of Default that has not been waived;
- 1.2.17. 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
- 1.2.18. 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.

2. CLAWBACK

- 2.1. If the Trustee considers that an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the

liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

3. NATURE OF SECURITY OVER REAL PROPERTY

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

- 3.1.1. 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;
- 3.1.2. 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;
- 3.1.3. the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property and any monies paid or payable in respect of those covenants; and
- 3.1.4. all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

4. LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

4.1. 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.

5. PERPETUITY PERIOD

5.1. 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).

6. SCHEDULES

6.1. 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.

7. COVENANT TO PAY

7.1. The Chargor shall, on demand, pay to the Trustee and discharge the Secured Liabilities when they become due.

8. GRANT OF SECURITY

8.1. As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Trustee:

- 8.1.1. by way of first legal mortgage, the Property; and

8.1.2. by way of first fixed charge:

- (a) 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, the Rent and the benefit of any guarantee or security in respect of the Rent, the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement to the extent not effectively assigned under clause 8.2;
- (b) the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Chargor 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);
- (c) all authorisations (statutory or otherwise) held or required in connection with the Chargor's business carried on at the Property or the use of any Charged Property, and all rights in connection with them; and
- (d) all goodwill associated with any business carried on at the Property.

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

- 8.2.1. 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;
- 8.2.2. the Rent and the benefit of any guarantee or security in respect of the Rent; and
- 8.2.3. the benefit of each Assigned Agreement and the benefit of any guarantee or security for the performance of an Assigned Agreement,

provided that nothing in this clause 8.2 shall constitute the Trustee as mortgagee in possession.

9. PERFECTION OF SECURITY

9.1. The Chargor agrees to make an application 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 [] in favour of TMF Trustee Limited (as security trustee) referred to in the charges register."

- 9.2. 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 Chargor's title to the Property, the Chargor shall immediately provide the Trustee 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 Chargor shall immediately, and at its own expense, take such steps as the Trustee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

10. LIABILITY OF THE CHARGOR

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

- 10.1.1. any security, guarantee, indemnity, remedy or other right held by, or available to, the Trustee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 10.1.2. the Trustee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 10.1.3. any other act or omission that, but for this clause 10.1 might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

- 10.2. The Chargor waives any right it may have to require the Trustee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Chargor.

11. REPRESENTATIONS AND WARRANTIES

- 11.1. The Chargor makes the representations and warranties set out in this clause 11 to the Trustee on the date of this deed and the representations and warranties contained in clauses 11.2 to 11.6 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.
- 11.2. The Chargor is the legal and beneficial owner of the Charged Property and has good and marketable title to the Property.

- 11.3. The Charged Property is free from any Security other than the Security created by this deed.
- 11.4. The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it.
- 11.5. 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 Chargor or otherwise.
- 11.6. This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.
- 11.7. There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Charged Property.
- 11.8. There is no breach of any law or regulation that materially and adversely affects the Charged Property.
- 11.9. 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.
- 11.10. Nothing has arisen, has been created or is subsisting that would be an overriding interest in the Property.
- 11.11. There is no prohibition on the Chargor assigning its rights in any of the Charged Property referred to in clause 8.2 and the entry into of this deed by the Chargor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Chargor or its assets.
- 11.12. The Chargor has, at all times, complied in all respects with all applicable Environmental Law and Environmental Licences.
- 11.13. All written information supplied by the Chargor 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.
- 11.14. The information referred to in clause 11.13 was, at its date or at the date (if any) on which it was stated to be given, complete and the Chargor did not omit to supply any information that, if disclosed, would adversely affect the Valuation or Certificate of Title.
- 11.15. In the case of the first Valuation and Certificate of Title only, nothing has occurred since the date the information referred to in clause 11.13 was supplied and the date of this deed which would adversely affect such Valuation or Certificate of Title.

12. GENERAL COVENANTS

- 12.1. The Chargor shall not at any time, except with the prior written consent of the Trustee:
- 12.1.1. 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;
 - 12.1.2. 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
 - 12.1.3. create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.
- 12.2. The Chargor 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 Trustee or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this deed.
- 12.3. The Chargor shall not, without the Trustee's prior written consent, use or permit the Charged Property to be used in any way contrary to law.
- 12.4. The Chargor shall:
- 12.4.1. comply with the requirements of any law or regulation relating to or affecting the Charged Property or the use of it or any part of it;
 - 12.4.2. 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 its use or that are necessary to preserve, maintain or renew any Charged Property; and
 - 12.4.3. promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Charged Property that are required to be made by it under any law or regulation.
- 12.5. The Chargor shall use its best endeavours to:
- 12.5.1. procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Chargor and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty; and
 - 12.5.2. enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property that the Trustee may require from time to time.

- 12.6. The Chargor shall, promptly on becoming aware of any of the same, give the Trustee notice in writing of:
- 12.6.1. 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
 - 12.6.2. any breach of any covenant set out in this deed.
- 12.7. The Chargor shall, on the execution of this deed, deposit with the Trustee and the Trustee shall, for the duration of this deed, be entitled to hold:
- 12.7.1. all deeds and documents of title relating to the Charged Property that are in the possession or control of the Chargor (and if these are not within the possession and/or control of the Chargor, the Chargor undertakes to obtain possession of all these deeds and documents of title);
 - 12.7.2. each Insurance Policy; and
 - 12.7.3. a copy of each Assigned Agreement, certified to be a true copy by either a director of the Chargor or by the Chargor's solicitors.
- 12.8. The Chargor shall within five days the execution of this deed:
- 12.8.1. give notice to the relevant insurers of the assignment of the Chargor's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) under clause 8.2.1; and
 - 12.8.2. give notice to each of the other parties to each Assigned Agreement and any guarantee or security for the performance of an Assigned Agreement of the assignment of the Chargor's rights and interest in and under each Assigned Agreement and each guarantee or security for the performance of an Assigned Agreement under clause 8.2.3.
- 12.9. The Chargor shall obtain the Trustee's prior approval of the form of any notice or acknowledgement to be used under clause 12.8
- 12.10. The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Chargor under this deed).

13. PROPERTY COVENANTS

- 13.1. The Chargor shall keep all premises, and fixtures and fittings on the Property, in good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use with others of a like nature and equal value.
- 13.2. The Chargor shall not, without the prior written consent of the Trustee:

- 13.2.1. pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or
 - 13.2.2. 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 13.1).
- 13.3. The Chargor shall promptly give notice to the Trustee if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.
- 13.4. The Chargor shall not, without the prior written consent of the Trustee:
 - 13.4.1. 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
 - 13.4.2. 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.
- 13.5. The Chargor shall insure and keep insured the Charged Property against:
 - 13.5.1. loss or damage by fire or terrorist acts;
 - 13.5.2. other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargor; and
 - 13.5.3. any other risk, perils and contingencies as the Trustee may reasonably require.
- 13.6. Any such insurance must be with an insurance company or underwriters and on such terms as are reasonably acceptable to the Trustee and must 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 demolition and reinstatement) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least three years.
- 13.7. The Chargor shall, if requested by the Trustee, produce to the Trustee each policy, certificate or cover note relating to any insurance required by clause 13.5.
- 13.8. The Chargor shall, if requested by the Trustee, procure that a note of the Trustee's interest is endorsed upon each Insurance Policy maintained by it or any person on its behalf in accordance with clause 13.5 and the Trustee is named as first loss payee and that the terms of each such Insurance Policy require the insurer not to

invalidate the policy as against the Trustee by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Trustee.

13.9. The Chargor shall:

- 13.9.1. promptly pay all premiums in respect of each Insurance Policy and do all other things necessary to keep that policy in full force and effect; and
- 13.9.2. (if the Trustee so requires) give to the Trustee copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy).

13.10. The Chargor shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy.

13.11. All monies payable under any Insurance Policy at any time (whether or not the security constituted by this deed has become enforceable) shall:

- 13.11.1. be paid immediately to the Trustee;
- 13.11.2. if they are not paid directly to the Trustee by the insurers, be held, pending such payment, by the Chargor as trustee of the same for the benefit of the Trustee; and
- 13.11.3. at the option of the Trustee, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or after the security constituted by this deed has become enforceable and, if the Trustee so directs, in, or towards, discharge or reduction of the Secured Liabilities.

13.12. The Chargor shall not, without the prior written consent of the Trustee (which consent, in the case of clause 13.12.4, is not to be unreasonably withheld or delayed in circumstances in which the Chargor may not unreasonably withhold or delay its consent):

- 13.12.1. 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);
- 13.12.2. 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);
- 13.12.3. let any person into occupation of or share occupation of the whole or any part of the Property; or

- 13.12.4. grant any consent or licence under any lease or licence affecting the Property.
- 13.13. The Chargor shall not, without the prior written consent of the Trustee, 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.
- 13.14. The Chargor 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 Trustee.
- 13.15. The Chargor shall:
- 13.15.1. 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 Trustee so requires) produce to the Trustee evidence sufficient to satisfy the Trustee that those covenants, stipulations and conditions have been observed and performed; and
- 13.15.2. 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.
- 13.16. The Chargor shall:
- 13.16.1. give full particulars to the Trustee 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
- 13.16.2. (if the Trustee so requires) immediately, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Trustee in making, any objections or representations in respect of that Notice that the Trustee thinks fit.
- 13.17. The Chargor shall give full particulars to the Trustee 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.
- 13.18. The Chargor shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Property or on its occupier.
- 13.19. The Chargor 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 Trustee, agree to any change in rent to less than the open market rental value of the relevant part of the Property.

13.20. The Chargor shall in respect of the Property:

13.20.1. comply with all the requirements of Environmental Law; and

13.20.2. obtain and comply with all Environmental Licences.

13.21. The Chargor 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.

13.22. The Chargor shall permit the Trustee and any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice.

13.23. The Chargor shall not, without the prior written consent of the Trustee:

13.23.1. exercise any VAT option to tax in relation to the Property; or

13.23.2. revoke any VAT option to tax exercised, and disclosed to the Trustee in writing, before the date of this deed.

14. RENT COVENANTS

14.1. The Chargor shall not deal with the Rent except by getting it in and realising it in the ordinary and usual course of its business and shall, immediately on receipt, pay all Rent into the Rent Account or into such other account as the Trustee may direct from time to time. The Chargor shall, pending that payment in to the Rent Account or other account, hold all Rent upon trust for the Trustee.

14.2. The Chargor agrees with the Trustee that any monies received by the Trustee under clause 14.1 shall not constitute the Trustee as mortgagee in possession of the Property.

14.3. The Chargor agrees with the Trustee that it shall not be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on the Rent Account except with the prior written consent of the Trustee.

15. NOTICE OF ASSIGNMENT OF RENT

15.1. The Chargor shall, promptly following the occurrence of an Event of Default, give notice to the relevant tenant, guarantor or surety of the assignment under clause 8.2.2 of the Chargor's rights and interest to the Rent and each guarantee or security in respect of the Rent.

16. POWERS OF THE TRUSTEE

- 16.1. The Trustee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this deed.
- 16.2. The Chargor irrevocably authorises the Trustee and its agents to do all things that are necessary or desirable for that purpose.
- 16.3. Any monies expended by the Trustee in remedying a breach by the Chargor of its obligations contained in this deed shall be reimbursed by the Chargor to the Trustee on a full indemnity basis and shall carry interest at a rate of 5% over the Bank of England base rate.
- 16.4. In remedying any breach in accordance with this clause 16, the Trustee, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Trustee may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

17. EXERCISE OF RIGHTS

- 17.1. The rights of the Trustee under clause 16 are without prejudice to any other rights of the Trustee under this deed. The exercise of any rights of the Trustee under this deed shall not make the Trustee liable to account as a mortgagee in possession.

18. TRUSTEE HAS RECEIVER'S POWERS

- 18.1. To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Trustee 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.

19. CONVERSION OF CURRENCY

- 19.1. For the purpose of, or pending, the discharge of any of the Secured Liabilities, the Trustee may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 19) from their existing currencies of denomination into any other currencies of denomination that the Trustee may think fit.
- 19.2. Any such conversion shall be effected at the Bank of England's then prevailing spot selling rate of exchange for such other currency against the existing currency.
- 19.3. Each reference in this clause 19 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.

20. TRUSTEE'S SET-OFF RIGHTS

20.1. If the Trustee has more than one account for the Chargor in its books, the Trustee may at any time after:

- 20.1.1. the security constituted by this deed has become enforceable; or
- 20.1.2. the Trustee has received, or is deemed to have received, notice of any subsequent Security or other interest affecting all or any part of the Charged Property,
- 20.1.3. transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit. After making any such transfer, the Trustee shall notify the Chargor of that transfer.

21. INDULGENCE

21.1. The Trustee 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 person is jointly liable with the Chargor) 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 Chargor for the Secured Liabilities.

22. WHEN SECURITY BECOMES ENFORCEABLE

22.1. The security constituted by this deed shall be immediately enforceable if an Event of Default occurs.

22.2. After the security constituted by this deed has become enforceable, the Trustee may, in accordance with the terms of the Security Trust and Intercreditor Deed, 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.

23. ENFORCEMENT OF SECURITY

23.1. The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Trustee and a purchaser from the Trustee, arise on and be exercisable at any time after the execution of this deed, but the Trustee shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 22.1.

23.2. Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

24. EXTENSION OF STATUTORY POWERS OF LEASING

24.1. 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 Trustee 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 Chargor, to:

- 24.1.1. grant a lease or agreement for lease;
- 24.1.2. accept surrenders of leases; or
- 24.1.3. grant any option in respect of the whole or any part of the Property with whatever rights relating to other parts of it,
- 24.1.4. whether or not at a premium and containing such covenants on the part of the Chargor and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Trustee or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

25. PRIOR SECURITY

25.1. At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Trustee may, in accordance with the Security Trust and Intercreditor Deed:

- 25.1.1. redeem that or any other prior Security;
- 25.1.2. procure the transfer of that Security to itself; and
- 25.1.3. settle any account of the holder of any prior Security.

25.2. The settlement of any such account shall be, in the absence of any manifest error, conclusive and binding on the Chargor. All monies paid by the Trustee to an encumbrancer in settlement of such an account shall be, as from its payment by the Trustee, due from the Chargor to the Trustee on current account and shall bear interest at a rate of 10% and be secured as part of the Secured Liabilities.

26. PROTECTION OF THIRD PARTIES

26.1. No purchaser, mortgagee or other person dealing with the Trustee, any Receiver or Delegate shall be concerned to enquire:

- 26.1.1. whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 26.1.2. whether any power the Trustee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- 26.1.3. how any money paid to the Trustee, any Receiver or any Delegate is to be applied.

27. PRIVILEGES

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

28. NO LIABILITY AS MORTGAGEE IN POSSESSION

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

29. RELINQUISHING POSSESSION

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

30. CONCLUSIVE DISCHARGE TO PURCHASERS

- 30.1. The receipt of the Trustee or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the Trustee, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

31. RECEIVERS

- 31.1. At any time after the security constituted by this deed has become enforceable, or at the request of the Chargor, the Trustee may, without further notice, appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Charged Property.
- 31.2. The Trustee 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.
- 31.3. The Trustee 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.
- 31.4. The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Trustee 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.

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

31.6. Any Receiver appointed by the Trustee under this deed shall be the agent of the Chargor and the Chargor 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 Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Trustee.

32. POWERS OF RECEIVER

32.1. Any Receiver appointed by the Trustee under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clauses 32.2 to clause 32.22 inclusive.

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

32.3. Any exercise by a Receiver of any of the powers given by clause 32 may be on behalf of the Chargor, the directors of the Chargor or himself.

32.4. 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.

32.5. A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Property on any terms and subject to any conditions that he thinks fit.

32.6. 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 thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargor.

32.7. A Receiver may exercise or revoke any VAT option to tax that he thinks fit.

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

32.9. A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make any demands and take any proceedings as may

seem expedient for that purpose, and take possession of the Charged Property with like rights.

- 32.10. 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 Chargor carried out at the Property.
- 32.11. A Receiver may grant options and licences over all or any part of the Charged Property, grant any other interest or right over, sell, 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, assigning or leasing) all or any of the Charged Property in respect of which he is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions that he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.
- 32.12. A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Chargor.
- 32.13. A Receiver may give valid receipts for all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Property.
- 32.14. A Receiver may make any arrangement, settlement or compromise between the Chargor and any other person that he may think expedient.
- 32.15. A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property that he thinks fit.
- 32.16. A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 37, 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 Chargor under this deed.
- 32.17. A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.
- 32.18. A Receiver may, for any of the purposes authorised by this clause 15, raise money by borrowing from the Trustee (or from any other person) either unsecured or on the security of all or any of the Charged Property in respect of which he is appointed on any terms that he thinks fit (including, if the Trustee consents, terms under which that Security ranks in priority to this deed).
- 32.19. A Receiver may redeem any prior Security and settle the accounts to which the Security relates. Any accounts so settled shall be, in the absence of any manifest

error, conclusive and binding on the Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

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

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

32.22. A Receiver may do any other acts and things:

32.22.1. that he may consider desirable or necessary for realising any of the Charged Property;

32.22.2. that he 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

32.22.3. that he lawfully may or can do as agent for the Chargor.

33. DELEGATION

33.1. The Trustee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 39).

33.2. The Trustee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

33.3. Neither the Trustee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

34. APPLICATION OF PROCEEDS

34.1. All monies received by the Trustee, a Receiver or a Delegate under this deed after the security constituted by this deed has become enforceable (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:

34.1.1. In or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Trustee (and any Receiver, Delegate, 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;

- 34.1.2. in or towards payment of or provision for the Secured Liabilities in any order and manner that the Trustee determines; and
- 34.1.3. in payment of the surplus (if any) to the Chargor or other person entitled to it.

35. APPROPRIATION

- 35.1. Neither the Trustee, any Receiver nor any Delegate 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.

36. SUSPENSE ACCOUNT

- 36.1. All monies received by the Trustee, a Receiver or a Delegate 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):
 - 36.1.1. may, at the discretion of the Trustee, Receiver or Delegate, be credited to any suspense or securities realised account;
 - 36.1.2. shall bear interest, if any, at the rate agreed in writing between the Trustee and the Chargor; and
 - 36.1.3. may be held in that account for so long as the Trustee, Receiver or Delegate thinks fit.

37. COSTS AND INDEMNITY

- 37.1. The Chargor shall, promptly on demand, pay to, or reimburse, the Trustee and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal fees, printing and out-of-pocket expenses) incurred by the Trustee, any Receiver or any Delegate in connection with:
 - 37.1.1. this deed or the Charged Property;
 - 37.1.2. taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Trustee's, a Receiver's or a Delegate's rights under this deed; or
 - 37.1.3. 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 or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the rate and in the manner specified in the Facility Agreement.
- 37.2. The Chargor shall indemnify the Trustee, each Receiver and each Delegate, 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:

- 37.2.1. 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;
- 37.2.2. taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
- 37.2.3. any default or delay by the Chargor in performing any of its obligations under this deed.

37.3. Any past or present employee or agent may enforce the terms of this clause 38 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

37.4. The obligation under this clause 37 is a continuing obligation that shall survive the termination of this deed.

38. FURTHER ASSURANCE

38.1. The Chargor shall, at its own expense, take whatever action the Trustee or any Receiver may reasonably require for:

- 38.1.1. creating, perfecting or protecting the security intended to be created by this deed;
- 38.1.2. facilitating the realisation of any of the Charged Property; or
- 38.1.3. facilitating the exercise of any right, power, authority or discretion exercisable by the Trustee or any Receiver in respect of any of the Charged Property,
- 38.1.4. including, without limitation (if the Trustee or Receiver thinks it expedient) the execution of any 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 Trustee or to its nominee) and the giving of any notice, order or direction and the making of any registration.

39. POWER OF ATTORNEY

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

- 39.1.1. the Chargor is required to execute and do under this deed; or

39.1.2. 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 Trustee, any Receiver or any Delegate.

39.2. The Chargor 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 40.1.

40. RELEASE

40.1. Subject to clause 49.3, on the expiry of the Security Period (but not otherwise), the Trustee shall, at the request and cost of the Chargor, take whatever action is necessary to:

40.1.1. release the Charged Property from the security constituted by this deed; and

40.1.2. reassign the Charged Property to the Chargor.

41. ASSIGNMENT AND TRANSFER

41.1. At any time, without the consent of the Chargor, the Trustee may assign or transfer any or all of its rights and obligations under this deed.

41.2. The Trustee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor, the Charged Property and this deed that the Trustee considers appropriate.

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

42. SET-OFF

42.1. The Trustee may at any time set off any liability of the Chargor to the Trustee against any liability of the Trustee to the Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Trustee may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Trustee of its rights under this clause 42.1 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

43. AMENDMENTS, WAIVERS AND CONSENTS

43.1. No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

43.2. A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

43.3. A failure to exercise or a delay in exercising any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Trustee shall be effective unless it is in writing.

44. RIGHTS AND REMEDIES

44.1. The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

45. SEVERANCE

45.1. If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

46. COUNTERPARTS

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

46.2. Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by fax or e-mail (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

47. THIRD PARTY RIGHTS

47.1. 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.

48. FURTHER PROVISIONS

48.1. The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that the Trustee may hold for any of the Secured Liabilities at any time. No prior security held by the Trustee over the whole or any part of the Charged Property shall merge in the security created by this deed.

48.2. 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 Trustee discharges this deed in writing.

48.3. Any release, discharge or settlement between the Chargor and the Trustee shall be deemed conditional on no payment or security received by the Trustee 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. Despite any such release, discharge or settlement:

48.3.1. the Trustee or its nominee may retain this deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Charged Property, for any period that the Trustee deems necessary to provide the Trustee with security against any such avoidance, reduction or order for refund; and

48.3.2. the Trustee may recover the value or amount of such security or payment from the Chargor subsequently as if the release, discharge or settlement had not occurred.

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

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

49. NOTICES

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

49.1.1. in writing;

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

- 49.1.3. sent to each party at the respective addresses set out at the beginning of this deed or to any other address or fax number as is notified in writing by one party to the other from time to time.
- 49.2. Any notice or other communication that the Trustee gives to the Chargor shall be deemed to have been received:
- 49.2.1. if delivered by hand, at the time it is left at the relevant address;
- 49.2.2. if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- 49.2.3. If sent by fax, when received in legible form.
- 49.3. A notice or other communication given as described in clause 49.2.1 or clause 49.2.3 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.
- 49.4. Any notice or other communication given to the Trustee shall be deemed to have been received only on actual receipt.
- 49.5. This clause 49 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

50. GOVERNING LAW AND JURISDICTION

- 50.1. This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 50.2. Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Trustee to take proceedings against the Chargor 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.
- 50.3. The Chargor irrevocably consents to any process in any legal action or proceedings under clause 50.2 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.

51. TRUSTEE AS A PARTY

51.1 The parties herein agree and acknowledge that the Trustee is party to this deed solely to take the benefit of this deed. This deed does not impose any additional duties or obligation on the Trustee. In the event of a conflict between the terms of this deed and the Security Trust and Intercreditor Deed in relation to the duties and obligations of the Trustee, the Security Trust and Intercreditor Deed shall prevail.

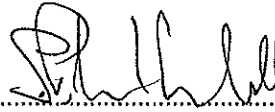
This document has been executed as a DEED and is DELIVERED and takes effect on the date stated at the beginning of it.

SCHEDULE 1
PROPERTY


1. The freehold land being Lake View Country Club, Lanivet, Bodmin, PL30 5JS registered at the Land Registry with title number CL53252;
2. The freehold land being land adjoining Lake View Country Club, Old Coach Road, Lanivet, Bodmin registered with the Land Registry with title number CL321369;
3. The freehold land being land on the north-east side of Lake View Country Club, Lanivet, Bodmin PL30 5JS registered with the Land Registry with title number CL321368;
4. The freehold land being land on the south east side of Higher Rosewarrick Farm, Lanivet, Bodmin, PL30 5JS registered at the Land Registry with title number CL92053; and
5. The freehold land being land on the west side of Higher Rosewarrick Farm, Lanivet, Bodmin, PL30 5JS registered at the Land Registry with title number CL298217.

SCHEDULE 2
ASSIGNED AGREEMENTS

EXECUTED as a DEED and DELIVERED by)
WATERSIDE VILLAGES PLC acting by one)
director in the presence of:



DIRECTOR

Witness' Signature: 

Witness' Name: C.J. REDMAN

Witness' Address: 10, WALLACE CLOSE
TUNBRIDGE WELLS
KENT

EXECUTED as a DEED and DELIVERED by TMF)
TRUSTEE LIMITED (AS TRUSTEE) acting by one)
director in the presence of:

Witness' Signature:

Witness' Name:

Witness' Address:

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