



Registration of a Charge

Company name: **RENAISSANCE FREEHOLDS LIMITED**

Company number: **10634657**



X69791QY

Received for Electronic Filing: **23/06/2017**

Details of Charge

Date of creation: **16/06/2017**

Charge code: **1063 4657 0002**

Persons entitled: **TITLESTONE PROPERTY LENDING LIMITED**

Brief description: **PURSUANT TO A THIRD PARTY LEGAL CHARGE DATED 16 JUNE 2017 MADE BETWEEN RENAISSANCE FREEHOLDS LIMITED ("MORTGAGOR") AND TITLESTONE PROPERTY LENDING LIMITED ("LENDER") ("THE CHARGE") THE MORTGAGOR CHARGES TO THE LENDER WITH FULL TITLE GUARANTEE: 1. BY WAY OF FIRST LEGAL MORTGAGE, 2 & 4 SANDBANKS ROAD, PARKSTONE, POOLE, BH14 8AQ, REGISTERED AT H.M LAND REGISTRY WITH ABSOLUTE FREEHOLD TITLE UNDER TITLE NUMBERS DT72890 AND DT17673 ("THE PROPERTY") 2. BY WAY OF FIRST FIXED CHARGE: 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, THE RENTAL INCOME AND THE BENEFIT OF ANY GUARANTEE OR SECURITY IN RESPECT OF THE RENTAL INCOME, THE BENEFIT OF EACH ASSIGNED AGREEMENT AND THE BENEFIT OF ANY GUARANTEE OR SECURITY FOR THE PERFORMANCE OF AN ASSIGNED AGREEMENT, TO THE EXTENT NOT EFFECTIVELY ASSIGNED UNDER CLAUSE 3.2 IN THE THIRD PARTY LEGAL CHARGE; 2.2 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); AND 2.3 ALL AUTHORISATIONS (STATUTORY OR OTHERWISE) HELD OR REQUIRED IN CONNECTION WITH THE MORTGAGOR'S BUSINESS CARRIED ON AT THE PROPERTY OR THE USE OF ANY CHARGED PROPERTY, AND ALL RIGHTS IN CONNECTION WITH THEM

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: **DAC BEACHCROFT**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10634657

Charge code: 1063 4657 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th June 2017 and created by RENAISSANCE FREEHOLDS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd June 2017 .

Given at Companies House, Cardiff on 26th June 2017

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 2017

(1) RENAISSANCE FREEHOLDS LIMITED

- and -

(2) TITLESTONE PROPERTY LENDING LIMITED

THIRD PARTY LEGAL CHARGE

relating to

2 and 4 Sandbanks Road, Parkstone, Poole, BH14 8AQ

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	1
2.	COVENANT TO PAY	7
3.	GRANT OF SECURITY	7
4.	PERFECTION OF SECURITY	8
5.	LIABILITY OF THE MORTGAGOR AND LENDER'S PROTECTIONS	9
6.	REPRESENTATIONS AND WARRANTIES	10
7.	GENERAL COVENANTS	13
8.	PROPERTY COVENANTS	15
9.	RENTAL INCOME COVENANTS	19
10.	POWERS OF THE LENDER	19
11.	WHEN SECURITY BECOMES ENFORCEABLE	21
12.	ENFORCEMENT OF SECURITY	21
13.	RECEIVERS	23
14.	POWERS OF RECEIVER	23
15.	DELEGATION	26
16.	APPLICATION OF PROCEEDS	26
17.	COSTS AND INDEMNITY	27
18.	FURTHER ASSURANCE	27
19.	POWER OF ATTORNEY	28
20.	RELEASE	28
21.	ASSIGNMENT AND TRANSFER	28
22.	SET-OFF	28
23.	AMENDMENTS, WAIVERS AND CONSENTS	29
24.	SEVERANCE	29
25.	COUNTERPARTS	29
26.	THIRD PARTY RIGHTS	29
27.	FURTHER PROVISIONS	30
28.	NOTICES	30
29.	GOVERNING LAW AND JURISDICTION	31

SCHEDULE 1	33
Part 1 – Property.....	33
Part 2 – Prior Securities.....	33

THIS DEED is dated

16 June

2016 7

PARTIES

- (1) **RENAISSANCE FREEHOLDS LIMITED** incorporated and registered in England and Wales with company number 10634657 whose registered office is at Wey Court West, Union Road, Farnham, Surrey, GU9 7PT (**Mortgagor**).
- (2) **TITLESTONE PROPERTY LENDING LIMITED** incorporated and registered in England and Wales with company number 08144104 whose registered office is at 40 Gracechurch Street, London, EC3V 0BT (**Lender**).

BACKGROUND

- (A) The Lender has agreed, under the Facility Agreement, to provide the Borrower with loan facilities on a secured basis.
- (B) The Mortgagor owns the Property.
- (C) This deed provides security which the Mortgagor has agreed to ensure is provided to the Lender for the loan facilities made or to be made available to the Borrower under the Facility Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed:

"1986 Act"

the Insolvency Act 1986;

"Act of Insolvency"

any one or more of the following applies in relation to the Borrower:

- (a) the Borrower stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due;
- (b) the value of the Borrower's assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (c) a moratorium is declared in respect of any Indebtedness of the Borrower;
- (d) any action, proceedings, procedure or step is taken for the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower (other than a winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement);
- (e) any action, proceedings, procedure or step is taken for the composition, compromise, assignment or arrangement with any creditor of the Borrower;
- (f) any action, proceedings, procedure or step

is taken for the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets (other than a winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement);

- (g) the Borrower commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties);
- (h) any event occurs in relation to the Borrower similar to those set out in paragraphs (c) to (g) (inclusive) under the laws of any applicable jurisdiction;
- (i) a distress, attachment, execution, expropriation, sequestration or another analogous legal process is levied, enforced or sued out on, or against, the Borrower's assets;
- (j) any Security on or over the assets of the Borrower becomes enforceable;
- (k) the Borrower ceases, or threatens to cease, to carry on all or a substantial part of its business; and
- (l) the Borrower ceases to exist, is wound up, is dissolved or is removed from the Registrar of Companies;

When calculating Borrowed Money, no liability shall be taken into account more than once;

"Borrower"

means Renaissance Retirement Limited, a company incorporated and registered in England and Wales with company number 03259684 whose registered office is at 12 Headlands Business Park, Ringwood, Hampshire, United Kingdom, BH24 3PB;

"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"

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);

"Delegate"	any person appointed by the Lender or any Receiver under clause 15 and any person appointed as attorney of the Lender, 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"	<p>any of the following:</p> <ul style="list-style-type: none"> (a) the Borrower fails to pay any of the Secured Liabilities when due (unless such failure to pay is caused by an administrative or technical error and the payment is made within 3 Business Days of the due date); (b) the Borrower is in breach of any of its obligations to the Lender and that breach (if capable of remedy) has not been remedied to the satisfaction of the Lender within 14 days of notice by the Lender to the Borrower to remedy the breach; (c) any representation, warranty or statement made, repeated or deemed made by the Borrower to the Lender is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect in the Lender's reasonable discretion when made, repeated or deemed made; (d) any Borrowed Money is not paid when due or within any originally applicable grace period; (e) any Borrowed Money becomes due, or capable of being declared due and payable prior to its stated maturity by reason of an event of default however described; (f) any commitment for Borrowed Money is cancelled or suspended by a creditor of the Borrower by reason of an event of default however described; (g) any creditor of the Borrower becomes

entitled to declare any Borrowed Money due and payable prior to its stated maturity by reason of an event of default (however described);

- (h) any provision of this deed or any document under which the Borrower owes obligations to the Lender is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect;
- (i) the Borrower repudiates or shows an intention to repudiate this deed or any document under which the Borrower owes obligations to the Lender;
- (j) the occurrence of an Act of Insolvency;
- (k) any order being made for the compulsory acquisition of the Property;
- (l) any event occurs (or circumstances exist) which, in the opinion of the Lender, has or is reasonably likely to materially and adversely affect the Borrower's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this deed or any document under which the Borrower owes obligations to the Lender;

"Facility Agreement"

the facility agreement dated 5 June 2017 between the Borrower and the Lender for the provision of the loan facilities secured by this deed;

"Finance Documents"

the Facility Agreement and the Security Documents;

"Indebtedness"

any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations;

"Insurance Policy"

each contract or policy of insurance effected or maintained by the Mortgagor from time to time in respect of the Property;

"LPA 1925"

the Law of Property Act 1925;

"Prior Securities"

the Securities existing at the date of this Charge, details of which are set out in part 2 of the Schedule;

"Property"

the freehold or leasehold property (whether registered or unregistered) owned by the Mortgagor described in Part 1 of the Schedule;

"Receiver"

a receiver or a receiver and manager of any or all of the Charged Property;

"Rental Income"	all amounts paid or payable to or for the account of the Mortgagor in connection with the letting, licence or grant of other rights of use or occupation of all or any part of the Property;
"Rights"	any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise;
"Secured Liabilities"	all present and future monies, 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 Finance Documents (including, without limitation, those arising under clause 27.3.2) 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 Documents"	has the meaning given to that expression in the Facility Agreement;
"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"	valued added tax.

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) 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 and the **Borrower** shall include that party's or the Borrower'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 but not e-mail;
- 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 remedied or 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.

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;
- 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 Finance Documents and of any side letters between any parties in relation to the Finance Documents are incorporated into this deed.

1.6 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).

1.7 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.

2.2 Limited recourse

Notwithstanding any other provision of the Finance Documents, it is expressly agreed and understood that:

- 2.2.1 the sole recourse of the Lender to the Mortgagor under this deed is to the Mortgagor's interest in the Charged Property; and
- 2.2.2 the liability of the Mortgagor to the Lender pursuant to or otherwise in connection with the Finance Documents shall be:
 - 2.2.2.1 limited in aggregate to an amount equal to that recovered as a result of enforcement of this deed with respect to the Charged Property; and
 - 2.2.2.2 satisfied only from the proceeds of sale or other disposal or realisation of the Charged Property pursuant to this deed.

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 first legal mortgage, the Property; and

3.1.2 by way of first fixed charge:

3.1.2.1 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, the Rental Income and the benefit of any guarantee or security in respect of the Rental Income, to the extent not effectively assigned under clause 3.2;

3.1.2.2 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); and

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

3.2 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the 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; and

3.2.2 the Rental Income and the benefit of any guarantee or security in respect of the Rental Income

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

4. PERFECTION OF SECURITY

4.1 Registration of legal mortgage at the Land Registry

The 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 *16 June 2017* in favour of Titlestone Property Lending Limited referred to in the charges register (or their conveyancer)."

4.2 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 which 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 which 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 this clause 6 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 Due incorporation

The Mortgagor:

- 6.2.1 is a duly incorporated limited liability company validly existing under the law of its jurisdiction of incorporation; and
- 6.2.2 has the power to own its assets and carry on its business as it is being conducted.

6.3 Powers

The Mortgagor has the power to enter into, deliver and perform and has taken all necessary action to authorise the entry into, delivery and performance of this deed and the transactions contemplated by it. No limit on its powers will be exceeded as a result of the entry into of this deed.

6.4 Non-contravention

The entry into and performance by it of, and the transactions contemplated by, this deed do not and will not contravene or conflict with:

- 6.4.1 the Mortgagor's constitutional documents;
- 6.4.2 any agreement or instrument binding on the Mortgagor or its assets; or
- 6.4.3 any law or regulation or judicial or official order applicable to it.

6.5 Authorisations

The Mortgagor has taken all necessary action and obtained all required or desirable authorisations to enable it to enter into, exercise its rights and comply with its obligations in this deed and to make it admissible in its jurisdiction of incorporation. Any such authorisations are in full force and effect.

6.6 Binding obligations

Subject to any general principles of law limiting its obligations specifically referred to in any legal opinion (if applicable):

- 6.6.1 the Mortgagor's obligations under this deed are legal, valid, binding and enforceable; and
- 6.6.2 this deed creates:
 - 6.6.2.1 valid, legally binding and enforceable Security for the obligations expressed to be secured by it; and
 - 6.6.2.2 subject to registration pursuant to Part 25 of the Companies Act 2006 and, in the case of real property, registration at the Land Registry, perfected Security over the assets referred to in this deed,

in favour of the Lender, having the priority and ranking expressed to be created by this deed and ranking ahead of all (if any) Security and rights of third parties, except those preferred by law.

6.7 Litigation

No litigation, arbitration or administrative proceedings are taking place, pending or, to the Mortgagor's knowledge, threatened against it or any of its assets

6.8 Registration

Subject to registration pursuant to Part 25 of the Companies Act 2006 and, in the case of real property, registration at the Land Registry and payment of registration fees to Companies House and the Land Registry, it is not necessary to file, record or enroll this deed with any court or other authority or pay any stamp, registration or similar tax in relation to this deed.

6.9 Ownership of Charged Property

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

6.10 No Security

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

6.11 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 it.

6.12 No adverse covenants

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

6.13 No breach of laws

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

6.14 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.

6.15 No overriding interests

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

6.16 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.

6.17 Environmental compliance

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

6.18 Information for Valuations and Certificates of Title

6.18.1 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.

6.18.2 The information referred to in clause 6.18.1 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.

6.18.3 In the case of the first Valuation and Certificate of Title only, nothing has occurred since the date the information referred to in clause 6.18.1 was supplied and the date of this deed which would adversely affect such Valuation or Certificate of Title.

6.19 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.

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:
 - 7.3.2.1 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;
 - 7.3.2.2 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
 - 7.3.2.3 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.

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 misrepresentations and breaches

The Mortgagor shall, promptly on becoming aware of any of the same, give the Lender notice 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 and/or control of the Mortgagor, the Mortgagor undertakes to obtain possession of all these deeds and documents of title);
- 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:
 - 7.7.1.1 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 0 and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender;
 - 7.7.1.2 give notice to the bank, financial institution or other person (excluding the Lender) with whom the Mortgagor has the Rent Account of the charging to the Lender of the Mortgagor's rights and interests in the Rent Account pursuant to clause 3.1(b)(iv) and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender.
- 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 Mortgagor's waiver of set-off

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

7.9 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.

7.10 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.

7.11 Prior Securities

Duly and punctually to pay all sums payable in respect of any Prior Security (subject to any applicable agreement or arrangement as to priorities) and from time to time to produce to the Lender on demand reasonable evidence of every such payment;

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:

8.1.1.1 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; and

8.1.1.2 such repair and condition as to enable the Property to be let in accordance with all applicable laws and regulations.

8.1.2 For the purpose of clause 8.1.1.2, a law or regulation is applicable if it is either in force or it is expected to come into force and a prudent property owner in the same business as the Mortgagor would ensure that the premises, and fixtures and fittings on the Property, were in such repair and condition in anticipation of that law or regulation coming into force.

8.2 No alterations

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

8.2.1.1 pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or

8.2.1.2 make or permit to be made any 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:
- 8.4.1.1 loss or damage by fire or terrorist acts;
 - 8.4.1.2 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
 - 8.4.1.3 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 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.
- 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 Lender is named as co-insured with the Mortgagor on each Insurance Policy maintained by it or any person on its behalf in accordance with clause 8.4.1 and the Lender 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 Lender by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Lender.

8.5 Insurance premiums

The Mortgagor shall:

- 8.5.1 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
- 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 (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, any act or

thing 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:

- 8.7.1 be paid immediately to the Lender;
- 8.7.2 if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Mortgagor as trustee of the same for the benefit of the Lender; and
- 8.7.3 at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or 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:

- 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 of 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:

8.12.1.1 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

8.12.1.2 (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 upon 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 with all the requirements of Environmental Law; and

8.15.2 obtain and comply 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 and 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. RENTAL INCOME COVENANTS

9.1 Collection of and dealings with Rental Income

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

9.1.2 The Mortgagor agrees with the Lender that any monies received by the Lender under clause 10.1(a) shall not constitute the Lender as mortgagee in possession of the Property.

9.1.3 The Mortgagor agrees with the Lender 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 Lender.

9.2 Notice of assignment of Rental Income

The Mortgagor shall, promptly following the occurrence of an Event of Default, give notice to the relevant tenant, guarantor or surety of the assignment under clause 3.2(b) of the Mortgagor's rights and interest to the Rental Income and each guarantee or security in respect of the Rental Income and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender.

10. POWERS OF THE LENDER

10.1 Power to remedy

10.1.1 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.

10.1.2 The Mortgagor irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.

10.1.3 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 17.1.

10.1.4 In remedying any breach in accordance with this clause 10.1, 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.

10.2 Exercise of rights

The rights of the Lender under clause 10.1 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.

10.3 Lender has Receiver's powers

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 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.

10.4 Conversion of currency

10.4.1 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 10.4) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit.

10.4.2 Any such conversion shall be effected at Barclays Bank Plc then prevailing spot selling rate of exchange for such other currency against the existing currency.

10.4.3 Each reference in this clause 10.4 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.

10.5 New accounts

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

10.5.2 If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, referred to in clause 10.5.1, then, unless the Lender gives express written notice to the contrary to the Mortgagor, all payments made by the Mortgagor to the Lender shall be treated as having been credited to a new account of the Mortgagor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lender.

10.6 Lender's set-off rights

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

- 10.6.1 the security constituted by this deed has become enforceable; or
- 10.6.2 the Lender 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,

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 Lender shall notify the Mortgagor of that transfer.

10.7 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 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.

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1 Security becomes enforceable on Event of Default

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

11.2 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.

12. ENFORCEMENT OF SECURITY

12.1 Enforcement powers

12.1.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 11.1.

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

12.2 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:

- 12.2.1 grant a lease or agreement for lease;
- 12.2.2 accept surrenders of leases; or
- 12.2.3 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

Mortgagor and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

12.3 Prior Security

12.3.1 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 Lender may:

12.3.1.1 redeem that or any other prior Security;

12.3.1.2 procure the transfer of that Security to itself; and

12.3.1.3 settle any account of the holder of any prior Security.

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

12.4 Protection of third parties

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

12.4.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

12.4.2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or

12.4.3 how any money paid to the Lender, any Receiver or any Delegate is to be applied.

12.5 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.

12.6 No liability as mortgagee in possession

Neither the Lender, 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.

12.7 Relinquishing possession

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

12.8 Conclusive discharge to purchasers

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

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

13. RECEIVERS

13.1 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 person or persons to be a Receiver of all or any part of the Charged Property.

13.2 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.

13.3 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.

13.4 Power of appointment additional to statutory powers

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.

13.5 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.

13.6 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.

14. POWERS OF RECEIVER

14.1 Powers additional to statutory powers

14.1.1 Any Receiver appointed by the Lender under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 14.2 to clause 14.20.

14.1.2 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.

14.1.3 Any exercise by a Receiver of any of the powers given by clause 14 may

be on behalf of the Mortgagor, the directors of the Mortgagor or himself.

14.2 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.

14.3 Grant or accept surrenders of leases

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.

14.4 Employ personnel and advisers

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 Mortgagor.

14.5 Make and revoke VAT options to tax

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

14.6 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) that the Lender may prescribe or agree with him.

14.7 Realise Charged Property

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

14.8 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.

14.9 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, 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.

14.10 Sever fixtures and fittings

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

14.11 Give valid receipts

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.

14.12 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Mortgagor and any other person that he may think expedient.

14.13 Bring proceedings

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.

14.14 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 17.2, 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.

14.15 Powers under LPA 1925

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.

14.16 Borrow

A Receiver may, for any of the purposes authorised by this clause 14, raise money by borrowing from the Lender (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 Lender consents, terms under which that Security ranks in priority to this deed).

14.17 Redeem prior Security

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 Mortgagor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

14.18 Delegation

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

14.19 Absolute beneficial owner

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.

14.20 Incidental powers

A Receiver may do any other acts and things:

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

14.20.2 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

14.20.3 that he lawfully may or can do as agent for the Mortgagor.

15. DELEGATION

15.1 Delegation

The Lender 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 19.1).

15.2 Terms

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

15.3 Liability

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

16. APPLICATION OF PROCEEDS

16.1 Order of application of proceeds

All monies received by the Lender, 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:

- 16.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (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;
- 16.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and
- 16.1.3 in payment of the surplus (if any) to the Mortgagor or other person entitled to it.

16.2 Appropriation

Neither the Lender, 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.

16.3 Suspense account

All monies received by the Lender, 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):

- 16.3.1 may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;
- 16.3.2 shall bear interest, if any, at the rate agreed in writing between the Lender

and the Mortgagor; and

16.3.3 may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

17. COSTS AND INDEMNITY

17.1 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, any Receiver or any Delegate in connection with:

17.1.1 this deed or the Charged Property;

17.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this deed; or

17.1.3 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 Mortgagor) at the rate and in the manner specified in the Facility Agreement.

17.2 Indemnity

17.2.1 The Mortgagor shall indemnify the Lender, 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:

17.2.1.1 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;

17.2.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

17.2.1.3 any default or delay by the Mortgagor in performing any of its obligations under this deed.

17.2.2 Any past or present employee or agent may enforce the terms of this clause 17.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

18. FURTHER ASSURANCE

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

18.1 creating, perfecting or protecting the security intended to be created by this deed;

18.2 facilitating the realisation of any of the Charged Property; or

- 18.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Property,

including, without limitation (if the Lender 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 Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

19. POWER OF ATTORNEY

19.1 Appointment of attorneys

By way of security, the Mortgagor irrevocably appoints the Lender, every Receiver and every Delegate 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:

- 19.1.1 the Mortgagor is required to execute and do under this deed; or
- 19.1.2 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, any Receiver or any Delegate.

19.2 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 19.1.

20. RELEASE

Subject to clause 27.3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Mortgagor, take whatever action is necessary to:

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

21. ASSIGNMENT AND TRANSFER

21.1 Assignment by Lender

- 21.1.1 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.
- 21.1.2 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.

21.2 Assignment by Mortgagor

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

22. SET-OFF

22.1 Lender's right of set-off

The Lender may at any time set off any liability of the Mortgagor to the Lender against any liability of the Lender to the Mortgagor, 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 Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 22.1 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

22.2 No obligation to set off

The Lender is not obliged to exercise its rights under clause 22.1. If, however, it does exercise those rights it must promptly notify the Mortgagor of the set-off that has been made.

23. AMENDMENTS, WAIVERS AND CONSENTS

23.1 Amendments

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).

23.2 Waivers and consents

23.2.1 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.

23.2.2 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 Lender shall be effective unless it is in writing.

23.3 Rights and remedies

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.

24. SEVERANCE

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.

25. COUNTERPARTS

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.

26. THIRD PARTY RIGHTS

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.

27. FURTHER PROVISIONS

27.1 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.

27.2 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.

27.3 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. Despite any such release, discharge or settlement:

27.3.1 the Lender 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 Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

27.3.2 the Lender may recover the value or amount of such security or payment from the Mortgagor subsequently as if the release, discharge or settlement had not occurred.

27.4 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.

27.5 Consolidation

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

28. NOTICES

28.1 Delivery

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

28.1.1 in writing;

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

28.1.3 sent to:

28.1.3.1 the Mortgagor at:

12 Headlands Business Park, Ringwood, Hampshire, United Kingdom, BH24 3PB

28.1.3.2 the Lender at:

40 Gracechurch Street, London, EC3V 0BY

Fax No: 020 3480 3683

Attention: Head of Property Finance

or to any other address or fax number as is notified in writing by one party to the other from time to time.

28.2 Receipt by Mortgagor

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

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

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

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

A notice or other communication given as described in clause 28.2.1 or clause 28.2.3 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.

28.3 Receipt by Lender

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

28.4 Service of proceedings

This clause 28 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.

28.5 No notice by e-mail

A notice or other communication given under or in connection with this deed is not valid if sent by e-mail.

29. GOVERNING LAW AND JURISDICTION

29.1 Governing law

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.

29.2 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 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 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.

29.3 Other service

The Mortgagor irrevocably consents to any process in any legal action or proceedings under clause 29.2 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.

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

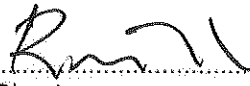
Part 1 – Property

All that freehold land known as 2 and 4 Sandbanks Road, Parkstone, Poole, BH14 8AQ and registered at H.M Land Registry with absolute title under title numbers DT17673 and DT72890.

Part 2 – Prior Securities

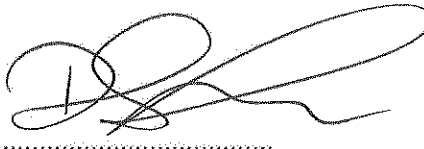
None

Executed as a deed by
**RENAISSANCE FREEHOLDS
LIMITED** acting by
a director, in the presence of:


.....
Director



.....
SIGNATURE OF WITNESS

Name: C M SOMMERFELD
Address: 12 Headlands Brimicom Park
Ringwood
BH 24 3PB
Occupation: SOLICITOR


.....
Director

Executed as a deed by **TITLESTONE
PROPERTY LENDING LIMITED**
acting by
a director, in the presence of:

ROBERT ORR


.....
SIGNATURE OF WITNESS

Name: Katy Cull
Address: 87 Alexandra Road
Sible Hedingham
Essex
CO9 3NP
Occupation: PA / Office Manager