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

MR01

Particulars of a charge

200197 | 13

Companies House

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

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

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

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

For further information, please refer to our guidance at www companieshouse gov uk

This form **must be delivered to the Registrar for registration wi 21 days** beginning with the day after the date of creation of the char delivered outside of the 21 days it will be rejected unless it is accomp court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form T scanned and placed on the public record

TUESDAY

A3LVTB88
A15 02/12/2014 #276
COMPANIES HOUSE

1 Company details

For official use 1 3

Company number 3 5 7 4 8 8 2

Company name in full Curo Places Limited

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

All fields are mandatory unless specified or indicated by *

2 Charge creation date

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

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

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

Name Prudential Trustee Company Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

4 Description

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

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

Description

The properties as set out in Schedule 1 of the Legal Mortgage including 1 Drinkwater Court, Trowbridge, BA14 7AP

5 Fixed charge or fixed security

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

☑ **Yes**

☐ **No**

6 Floating charge

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

☐ **Yes** Continue

☑ **No** Go to **Section 7**

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

☐ **Yes**

7 Negative Pledge

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

☑ **Yes**

☐ **No**

8 Trustee statement ❶

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

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X Winckworth Sherwood LLP X

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

MR01
Particulars of a charge

Presenter information

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

Contact name Hayley Turner

Company name Winckworth Sherwood

Address Minerva House

5 Montague Close

Post town London

County/Region

Postcode S E 1 9 B B

Country England

DX 156810 London Bridge 6

Telephone 02075935000

Certificate

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

Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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

Important information

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

How to pay

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

Make cheques or postal orders payable to 'Companies House'

Where to send

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

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

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

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

Further information

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

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

This form has been provided free of charge by Companies House

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3574882

Charge code: 0357 4882 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th November 2014 and created by CURO PLACES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd December 2014.

Given at Companies House, Cardiff on 8th December 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

We hereby certify this to be
a true copy of the original
Winckworth Sherwood LLP
Winckworth Sherwood LLP
Minerva House
5 Montague Close
London SE1 9BB

Dated 26 November 2014

CURO PLACES LIMITED
as Curo

PRUDENTIAL TRUSTEE COMPANY LIMITED
as Security Trustee

LEGAL MORTGAGE

(To. The Chief Land Registrar Note. This Deed contains (in clause 29) the consent of Curo to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee to enter a restriction in the Proprietorship Register and (in clause 29) the consent of Curo to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee to enter a notice on the Charges Register)

This Deed is dated 26 November 2014 and is made between

(1) **Curo Places Limited** (formerly Somer Community Housing Trust) registered as a company limited by guarantee under the Companies Act 2006 with registered number 3574882 and as a Registered Provider with the Tenant Services Authority with registered number LH4209 whose registered office is at The Maltings, River Place Lower Bristol Road, Bath BA2 1EP (**Curo**), and

(2) **Prudential Trustee Company Limited** as trustee of the security constituted under this Deed for itself and the Beneficiaries (as defined below) (**Security Trustee**, which expression shall include each person or company and all other persons or companies acting as security trustee under this Deed)

Whereas

(A) Under the terms of the Security Trust Deed (as defined below), Curo may grant security pursuant to this Deed to be held for and specifically designated to certain Beneficiaries

(B) It is intended by the parties hereto that this document shall take effect as a deed

Now it is agreed as follows

1 Interpretation

1 1 Definitions

In this Deed

Approved Tenancy Agreement means the form of tenancy agreement from time to time permitted by the Relevant Beneficiary under its Relevant Documents or, if no requirements are specified in such Relevant Documents (or the relevant Mortgaged Property is Undesignated Security), in substantially the form of a standard tenancy agreement of Curo which complies with the provisions of the Regulatory Framework or any other guidance issued by the Tenant Services Authority and/or (where applicable) the Homes and Communities Agency under the Housing and Regeneration Act or, in respect of any tenancy agreement relating to Designated Security which does not so comply, approved by the Relevant Beneficiary (acting reasonably)

Beneficiaries has the meaning given to it in the Security Trust Deed

Certificate of Title means a certificate of title in a form acceptable to the Security Trustee and (where the relevant Property is to become Designated Security) to the proposed Relevant Beneficiary

Enforcement Event has the meaning given to it in the Security Trust Deed

Fixtures means, in relation to any Mortgaged Property, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery, equipment, installations and apparatus from time to time thereon owned by Curo

Insurances means all contracts and policies of insurance readily available in the market at a reasonable premium which would reasonably be expected to be taken out by a Registered

Provider of similar size and operating in the same locality and which are from time to time taken out by or with the authority and on behalf of Curo or (to the extent of such interest) in which Curo has an interest, in each case to the extent only that they are taken out in connection with the Mortgaged Property

Letting Document means any past, present or future lease, tenancy or licence to occupy or any past, present or future agreement for any of the same from time to time granted or entered into by or binding on Curo in respect of the Mortgaged Property and any licence, consent or approval given thereunder

Mortgaged Property means the real property hereby legally mortgaged or charged and any other freehold or, as the case may be, leasehold property charged by way of fixed charge under this Deed

Notice of Assignment means a notice substantially in the form set out in schedule 2 (Notice of Assignment)

Planning Acts means the Town and Country Planning Acts 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any Act or Acts for the time being in force amending or re-enacting the same and any orders, regulations or permissions (which are legally binding on Curo or its assets) made, issued or granted under or by virtue of such Acts or any of them

Potential Enforcement Event has the meaning given to it in the Security Trust Deed

Premises means all buildings and erections for the time being comprised within the definition of Security Assets

Receiver shall mean a receiver, receiver and manager, administrative receiver, administrator or attorney or other person appointed to carry out the duties of such person who is a **qualified person** under the terms of the Insolvency Act 1986

Relevant Documents has the meaning given to such term in the Security Trust Deed

Reservations means

(a) the principle that equitable remedies may be granted or refused at the discretion of the court,

(b) the limitation on enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws affecting the rights of creditors generally,

(c) the time barring of claims under the Limitations Acts,

(d) the possibility that an undertaking to assume liability for, or to indemnify a person against, non-payment of UK stamp duty may be void, and

(e) defences of set-off or counterclaim

RPI means the General Index of Retail Prices in the United Kingdom (January 1987 = 100) (for all items) published by the Office for National Statistics (or any other Government department or other body upon which the duties in connection with such index have devolved) or in the event that such index ceases to be published, such other comparable substituted index as specified by the Security Trustee (acting reasonably)

Secured Obligations has the meaning given to such term in the Security Trust Deed

Security Assets means all assets, rights and property of Curo mortgaged, charged or assigned by clause 3 including, without limitation, the Mortgaged Property

Security Interest means any mortgage, pledge, lien, charge (including, for the avoidance of doubt, a floating charge), security assignment, hypothecation or other security interest or encumbrance of any kind or any other agreement or arrangement having the effect of conferring security or any other type of preferential arrangement (including, without limitation title transfer and retention of title) having a similar effect

Security Period *means the period beginning on the date hereof and ending on the date upon* which the Security Trustee is satisfied that all the Secured Obligations which have arisen or may arise have been unconditionally and irrevocably paid and discharged in full or the security hereby created has been unconditionally and irrevocably released and discharged

Security Trust Deed means a deed dated 22 December 2011 and entered into by amongst others Curo and the Security Trustee (as the same may be amended, novated, replaced, restated, supplemented or varied from time to time)

Shared Ownership Lease means a shared ownership lease as defined in section 106 of the Housing Associations Act

Shared Ownership Property means any Mortgaged Property occupied or to be occupied pursuant to a Shared Ownership Lease where Curo holds, or will hold upon disposal on shared ownership terms by the grant of the Shared Ownership Lease, less than 100 per cent of the beneficial interest in that Mortgaged Property and the purchaser of the balance of that beneficial interest may have the right to acquire a further portion of Curo's retained beneficial interest

Taxes *includes all present and future taxes, charges, imposts, duties, levies, deductions,* withholdings or fees of any kind whatsoever, or any amount payable on account of or as security for any of the foregoing, by whomsoever, on whomsoever and wherever imposed, levied, collected, withheld or assessed, together with any penalties, additions, fines, surcharges or interest relating thereto, and **Tax** *and* **Taxation** *shall be construed accordingly*

1 2 **Construction**

(a) In this Deed unless the contrary intention appear, a reference to

(i) **assets** includes present and future properties, revenues and rights of every description,

an **authorisation** includes an authorisation, consent, approval, resolution, licence, exemption, filing and registration,

insolvency laws includes any liquidation, insolvency, bankruptcy, composition, reorganisation or other similar laws,

a **month** is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month except that, if there is no numerically corresponding day in the month in the next calendar month, that period shall end on the last day in that calendar month, and

a **regulation** includes any regulation, rule, official directive, code of practice, request or guideline (whether or not having the force of law but if not having the force of law being of a kind that is customary for the relevant person (or persons of its status or type carrying on a similar business) to comply with) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation,

(ii) a clause or a schedule is a reference to a clause of or a schedule to this Deed,

(iii) a law is a reference to that law as re-enacted, amended or replaced,

(iv) a Relevant Document or another document is a reference to that Relevant Document or other document as amended, novated, replaced, restated, supplemented or varied from time to time, and

(v) a Beneficiary shall include a reference to the successors, permitted assigns or transferees (whether immediate or derivative) of such Beneficiary

(b) Unless the contrary intention appears or as otherwise defined herein, a term used in the Security Trust Deed or in any notice given under, or in connection with, the Security Trust Deed has the same meaning in this Deed as in the Security Trust Deed or notice

(c) The index to and the headings in this Deed are for convenience only and are to be ignored in construing this Deed

(d) The terms of the documents under which the Secured Obligations arise and of any side letters between the parties hereto in relation thereto are incorporated herein to the extent required for any purported disposition of the Mortgaged Property contained herein to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

(e) If the Security Trustee considers that an amount paid to the Security Trustee or any Beneficiary for application in or towards repayment of the Secured Obligations is capable of being avoided or otherwise set aside on the liquidation or administration of Curo or otherwise, then such amount shall not be considered to have been irrevocably paid for the purposes hereof

1 3 **Certificates**

A certificate of the Security Trustee setting forth the amount of any Secured Obligation due from Curo shall be prima facie evidence of such amount against Curo in the absence of manifest error

2 Covenant to pay

2 1 **Covenant**

Curo hereby covenants with the Security Trustee for the benefit of itself and the Beneficiaries that it will pay or discharge the Secured Obligations on the due date therefor in the manner provided in the Relevant Documents Any amount not paid hereunder when due shall bear interest (as well after as before judgment and payable on demand) at a rate equal to 2 per cent per annum over the highest interest rate for the time being payable under any of the Relevant Documents from time to time from the due date until the date such amount is unconditionally and irrevocably paid and discharged in full

2 2 **Right of appropriation**

Upon and after the occurrence of an Enforcement Event for so long as the same is continuing (unremedied or unwaived and is not remedied within any applicable grace period), the Security Trustee shall be entitled to appropriate monies and/or assets to be applied against the Secured Obligations in accordance with clause 11 and any such appropriation shall override any appropriation by Curo

3 Fixed charges

3 1 **Fixed charges**

Curo with full title guarantee, as security for the payment of all Secured Obligations, charges in favour of the Security Trustee for the benefit of itself and the Beneficiaries

(a) by way of a first fixed legal mortgage all the property referred to in schedule 1 together with all buildings and Fixtures, erections and structures thereon or in the course of construction thereon, the proceeds of sale of all or any part thereof and (so far as the same are capable of being mortgaged) the benefit of any covenants for title given or entered into by any predecessor in title of Curo and any monies paid or payable in respect of such covenants,

(b) by way of first fixed charge

(i) all plant and machinery (except for the Fixtures within clause 3 1(a) above) now or in the future owned by Curo and its interest in any plant and machinery in its possession which form part of or are operated on the Mortgaged Property,

(ii) all benefits in respect of the Insurances and all claims and returns of premiums in respect thereof,

(iii) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with the Security Assets and the

use of any of the Security Assets specified in clauses 3 1(a) and 3 1(b)(i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof, and

(iv) if and in so far as the legal mortgage set forth in clause 3 1(a) above or the assignments set out in clause 3 2 below shall for any reason be ineffective as legal mortgages or assignments, the assets referred to in those clauses

3 2 **Assignments**

Curo with full title guarantee as security for payment of the Secured Obligations covenants that, on the request of the Security Trustee, it shall following the occurrence of an Enforcement Event which has occurred and is continuing (unremedied or unwaived and is not remedied within any applicable grace period) assign to the Security Trustee for the benefit of itself and the Beneficiaries (to the fullest extent assignable or capable of assignment without first infringing any contracted provision restricting the same) all of its rights, title and interest in and to

(a) the personal agreements and covenants (still subsisting and capable of being enforced) by the tenants, lessees, licensees or other parties under the Letting Documents and by all guarantors and all security held by Curo from time to time whether present or future in respect of the obligations of the tenants, lessees, licensees or other parties under the Letting Documents (including, without limiting the generality of the foregoing, all monies due and owing to Curo or which may become due and owing to Curo at any time in the future in connection therewith and any rent arrears or service charges due at any time from any tenants, lessees, licensees or other parties under the Letting Documents, regardless of whether such amounts became due before or after the date of this Deed),

(b) all agreements now or from time to time entered into or to be entered into to enable the charging of the Security Assets and for the sale, letting or other disposal or realisation of the whole or any part of the Security Assets (including, without limiting the generality of the foregoing, all monies due and owing to Curo or which may become due and owing to Curo at any time in the future in connection therewith),

(c) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable Curo to perfect its rights under this Deed or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other documents) now or hereafter entered into by or given to Curo in respect of the Mortgaged Property and all claims, remedies, awards or judgments paid or payable to Curo (including, without limitation, all liquidated and ascertained damages payable to Curo under the above) in each case relating to the Mortgaged Property,

(d) all licences held now or in the future in connection with the relevant Mortgaged Property and also the right to recover and receive all compensation which may at any time become payable to Curo in relation to the relevant Mortgaged Property

(e) all rights and claims to which Curo is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on the relevant Mortgaged Property,

(f) all guarantees, warranties, bonds and representations given or made now or hereafter by, and any rights or remedies against, all or any of the designers, builders, contractors, surveyors, valuers, professional advisers, sub-contractors, manufacturers, suppliers and installers of any Fixtures in respect of the relevant Mortgaged Property, and

(g) all rental income and disposal proceeds in each case relating to the relevant Mortgaged Property which has not been assigned pursuant to clauses 3 2(a), 3 2(b) or 3 2(c) or and the right to make demand for and receive the same

4 Continuing security, etc

4 1 Notices of assignment

Following the occurrence of an Enforcement Event which is continuing unremedied or unwaived Curo shall deliver to the Security Trustee (or procure delivery of) a Notice of Assignment duly executed by, or on behalf of, Curo in respect of any asset which is the subject of an assignment pursuant to clause 3 2 promptly upon the request of the Security Trustee from time to time and in each case shall use all reasonable endeavours to procure that each such Notice of Assignment is acknowledged by the obligor or debtor specified by the Security Trustee (substantially in the form attached to such Notice of Assignment)

4 2 Continuing security

The security constituted by this Deed shall be continuing and will extend to the ultimate balance of all sums payable by Curo under the Relevant Documents, regardless of any intermediate payment or discharge in whole or in part

4 3 Reinstatement

(a) Where any discharge (whether in respect of the obligations of Curo or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of Curo under this Deed shall continue as if the discharge or arrangement had not occurred

(b) The Security Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

4 4 Immediate recourse

Subject to the provisions of the Security Trust Deed, Curo waives any right it may have of first requiring the Security Trustee or any Beneficiary to proceed against or enforce any other rights or security or claim payment from any other person before enforcing the security constituted by this Deed

4 5 **Additional security**

This Deed is in addition to and is not in any way prejudiced by any other security now or hereafter held by the Security Trustee or any Beneficiary

5 **Representations and warranties**

5 1 **To whom made**

Curo makes the representations and warranties set out in clause 5 2 to the Security Trustee and each Beneficiary

5 2 **Matters represented**

(a) **The Mortgaged Property** Save as disclosed in the most recent Certificate of Title relating to the Mortgaged Property addressed to the Security Trustee (and where, in respect of any Designated Security, any such disclosures have been accepted by the Relevant Beneficiary)

(i) Curo is the legal and beneficial owner of the Mortgaged Property subject to any Right to Buy or Shared Ownership Property arrangements,

(ii) (while the Mortgaged Property has been owned by Curo) planning permission has been obtained or is deemed to have been granted in accordance with statute for the purposes of the Planning Acts and has been complied with in respect to any development and the existing use of the Mortgaged Property and the Planning Acts and all relevant building regulations or previously relevant building bylaws have been complied with in respect of all developments, alterations and improvements to the Mortgaged Property (save where such building regulations or bylaws did not apply to the owner or its predecessors (whether immediate or derivative) at the relevant time) and they have also been complied with in respect of the use of the Mortgaged Property,

(iii) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affecting the Mortgaged Property which materially adversely affect or are reasonably likely to materially adversely affect the value of the Mortgaged Property,

(iv) (so far as Curo is aware, having made all reasonable enquiries) nothing has arisen or has been created or is subsisting which would be an overriding interest over the Mortgaged Property which materially adversely affects or is reasonably likely to materially adversely affect the value of the Mortgaged Property,

(v) no facilities necessary for the enjoyment and use of the Mortgaged Property are enjoyed by the Mortgaged Property on terms entitling any person to terminate or curtail its or their use which materially adversely affects or is reasonably likely to materially adversely affect the value of the Mortgaged Property,

(vi) Curo has received no notice of any adverse claims by any person in respect of the ownership of the Mortgaged Property or any interest therein, nor has any acknowledgement been given to any person in respect thereof; and

(vii) the Mortgaged Property will from the date hereof be free from any tenancies or licences other than those permitted under the Relevant Documents or in the form of an Approved Tenancy Agreement

(b) **Security** Subject to the Reservations and registration at the Land Registry and Companies House, this Deed creates those Security Interests it purports to create ranking as set out above and is not liable to be avoided or otherwise set aside on the liquidation or administration of Curo or otherwise

5 3 **Times for making representations and warranties**

The representations and warranties set out in this clause 5 are made on the date of this Deed and are deemed to be repeated on the same date the representations and warranties are repeated under each Relevant Document

6 Undertakings

6 1 **Duration and with whom made**

The undertakings in this clause 6

(a) shall remain in force throughout the Security Period, and

(b) are given by Curo to the Security Trustee and each Beneficiary

6 2 **Maintenance of Property**

Curo will

(a) **Repair** keep the Premises in good and tenantable repair and condition and adequately and properly painted and decorated (or, as applicable, procure the same) and keep the Fixtures and all plant, machinery, implements and other effects for the time being owned by it and which are in or upon the Premises or elsewhere in a good state of repair and in good working order and condition (save for fair wear and tear) except where the Premises are subject to a development, construction, refurbishment, major repair or improvement scheme until the same is completed,

(b) **Insurance** maintain insurance cover in relation to its activities and assets relating to the Mortgaged Property against such risks and in such amounts as is usual for prudent Registered Providers carrying on activities of the type and scale which are carried on by Curo and promptly, on request from the Security Trustee, provide the Security Trustee with copies of all policies and contracts of insurance which relate to the Mortgaged Property or income deriving therefrom together with evidence that those policies and contracts are in full force and effect and comply with the requirements of the Security Documents,

(c) **Noting of interest** procure that a note of the Security Trustee's interest (in a manner satisfactory to the Security Trustee) is endorsed upon all policies of insurance relating

to the Mortgaged Property (except where the relevant policy or policies are effected in the joint names of Curo and the Lender (and, as appropriate, any third party) or the relevant policy or policies provide for the automatic noting of a mortgagee's interest and Curo has provided evidence of this satisfactory to the Security Trustee) which shall at any time during the subsistence of this security be effected, maintained or held by Curo, and use its reasonable endeavours to procure that the relevant policy or policies contain provisions that such policy or policies will not be terminated or otherwise allowed to lapse unless 14 days' prior notice is given to the Security Trustee,

(d) **Maintenance of Insurances** not do or knowingly permit anything to be done in or upon or relating to the Mortgaged Property or any part thereof which may make void or voidable any Insurance in connection therewith,

(e) **Premiums** promptly pay all premiums and do all other things necessary to keep all of the Insurances in force and, promptly on reasonable demand by the Security Trustee, produce to the Security Trustee the policy, certificate or cover note relating to each Insurance (as requested by the Security Trustee) and of the receipt for the payment of each such premium,

(f) **Compliance with leases** pay (if it is the lessee) the rents reserved by and (in any event) perform and observe all the covenants, agreements and stipulations on the part of Curo contained in any lease or leases comprised within the Mortgaged Property and not to do or knowingly suffer to be done any act or thing whereby such lease or leases may become liable to forfeiture or otherwise be determined, provided that if a notice pursuant to section 146 of the Law of Property Act 1925 is served on Curo, it shall promptly inform the Security Trustee,

(g) **Taxes and outgoings** (save to the extent that payment of the same is being contested in good faith) pay as and when the same shall become payable all Taxes, rates, duties, charges, assessments and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) which shall be assessed, charged or imposed upon or payable in respect of the Mortgaged Property or any part thereof (but not in respect of the occupier thereof where Curo is not the occupier),

(h) **User** use the Mortgaged Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts and not without the prior written consent of the Security Trustee, make any application for planning permission which could reasonably be expected to have an adverse effect on the value of any Mortgaged Property or implement any planning permission so obtained,

(i) **Notices** within 7 days after the receipt by Curo of any application, requirement, order or notice served or given by any public or local or any other authority in relation to the Mortgaged Property or any part thereof where the cost of compliance with that application, requirement, order or notice when aggregated with others outstanding at that time is in excess of £100,000 (as increased by RPI from the date of this Deed), give written notice thereof to the Security Trustee and also (within 7 days after demand) produce the same or a copy thereof to the Security Trustee and inform it of the steps taken or proposed to be taken to comply with any such requirement thereby made or implicit therein,

(j) **Statutes** duly and punctually perform and observe all its obligations in connection with the Security Assets under any present or future statute or any regulation, order or notice made or given thereunder,

(k) **Development** not carry out, or permit to be carried out, on any part of the Mortgaged Property except with the previous consent in writing of the Security Trustee any development (within the meaning of that expression in the Planning Acts and being development for which the permission of the local planning authority is required) other than any development approved or contemplated under the Relevant Document (if any),

(l) **Leases**

(i) not without the previous consent in writing of the Security Trustee grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of the Mortgaged Property or any part thereof or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property other than an Approved Tenancy Agreement (or on terms which confer no fewer rights on Curo as the lessor or licensor and impose no obligations on Curo additional to those set out in an Approved Tenancy Agreement) and provided, on request by the Security Trustee following the occurrence of an Enforcement Event which is continuing, it notifies the Security Trustee of all leases, tenancies, licences or rights to occupy granted or surrendered by it and if so reasonably requested by the Security Trustee provided it sends a copy thereof to the Security Trustee forthwith upon request,

(ii) (in accordance with its enforcement and arrears policies as a Registered Provider (which shall be in a form that is in compliance with the Regulatory Framework or other guidance of the Tenant Services Authority)) enforce and not waive or release the covenants, conditions, agreements and obligations contained in or imposed by any of the Letting Documents or any guarantee in respect of the obligations of the tenants, lessees, licensees or other parties thereunder which materially adversely affects or is reasonably likely to materially adversely affect the value of the Mortgaged Property,

(iii) not without the prior written consent of the Security Trustee accept or agree to accept the surrender or alteration of any of the Letting Documents which materially adversely affects or is reasonably likely to materially adversely affect the value of the Mortgaged Property and observe and perform all the covenants, conditions, agreements and obligations on its part in all respects (to the extent non-compliance materially adversely affects or is likely to materially adversely affect the value of the Mortgaged Property or the ability of Curo to perform its obligations under the Relevant Document), and

(iv) at any time after an Enforcement Event has occurred and is continuing after the expiry of any applicable grace period during which the Enforcement Event has not been remedied and upon the request of the Security Trustee, issue irrevocable instructions to the other parties to any Letting Document to pay rents and sums due under any Letting Document to the Security Trustee or into such accounts as the Security Trustee may require

(m) **Deposit of title deeds** subject to the Relevant Documents, deposit with the Security Trustee all deeds and documents of title relating to the Security Assets (and it is hereby agreed that the Security Trustee shall be entitled to hold the same during the Security Period) except to the extent that any such Security Assets are released by the Security Trustee pursuant to the terms of the Relevant Documents,

(n) **Access** duly and punctually perform and observe all covenants and stipulations (restrictive or otherwise) affecting all or any part of the Mortgaged Property and indemnify the Security Trustee and each Beneficiary in respect of any breach thereof, provide the Security Trustee with such information as it may reasonably require regarding Curo's compliance with this Deed, and permit (so far as it is lawful and subject to the relevant tenant's rights) the Security Trustee and any person nominated by it at all reasonable times (provided that reasonable notice has been given by the Security Trustee to Curo) to enter upon the Mortgaged Property and view the state of the same,

(o) **Investigation of title** after the occurrence of an Enforcement Event which is continuing and which is not remedied within any applicable grace period or an event which the Security Trustee reasonably believes (having first made full and proper enquiries with Curo) is a Potential Enforcement Event which is continuing, grant the Security Trustee or its lawyers on request all such facilities within the power of Curo to enable such lawyers to carry out investigations of title to the Mortgaged Property and other property which is or may be subject to this security and enquiries into matters in connection therewith as may be carried out by a prudent mortgagee Such investigations and enquiries shall be at the expense of Curo,

(p) **Report on title** after the occurrence of an Enforcement Event which is continuing and which is not remedied within any applicable grace period or an event which the Security Trustee reasonably believes (having first made full and proper enquiries with Curo) is a Potential Enforcement Event which is continuing and only to the extent that no investigation of title has been conducted pursuant to paragraph 0 above, forthwith on demand by the Security Trustee provide the Security Trustee with a solicitor's report in a form acceptable to the Security Trustee as to the title of Curo to the Mortgaged Property and other property which is or may be subject to this security and related matters concerning the items which a prudent mortgagee would properly require in a solicitor's report of this nature, and

(q) **Authorisations** if so requested by the Security Trustee, obtain any material authorisation or material licence required in order to enable the Security Trustee pursuant to the powers of enforcement conferred on it by the Security Documents to sell vacant Mortgaged Property and comply with any local land charges, covenants (leasehold or otherwise) or restrictive covenants relating to such Mortgaged Property which are binding on it,

provided that nothing in this clause 6 2 shall require or oblige Curo to do or procure to be done anything which is inconsistent with, or contrary to, the terms of any lease or leases under which Curo holds any part or parts of the Mortgaged Property

6 3 **Negative pledge and disposals**

(a) Curo shall not create or permit to subsist any Security Interest on any of the Security Assets or any income derived therefrom save as permitted under the terms of the Relevant Documents

(b) Curo shall not sell, transfer, grant or lease or otherwise dispose of all or any part of the Security Assets or any income derived therefrom save as permitted under the Security Trust Deed or the Relevant Documents

7 Power to remedy

In case of default by Curo in repairing or keeping in repair or insuring the Mortgaged Property or any part thereof or in observing or performing any of the covenants or stipulations affecting the same, Curo will permit the Security Trustee or its agents and contractors to enter on the Mortgaged Property and to comply with or object to any notice served on Curo in respect of the Mortgaged Property and to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as the Security Trustee may reasonably consider necessary or desirable to prevent or remedy any breach of covenant or stipulation or to comply with or object to any notice Curo will indemnify and keep the Security Trustee indemnified against all losses, costs, charges and expenses reasonably incurred in connection with the exercise of the powers contained in this clause 7

8 When security becomes enforceable

The security hereby conferred shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the Law of Property Act 1925 as varied or amended by this Deed shall be immediately exercisable upon and after an Enforcement Event has occurred and is continuing (and has not been remedied within any applicable grace period) After the security constituted hereby has become enforceable, the Security Trustee may enforce all or any part of such 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 such security subject to the terms of the Relevant Documents

9 Enforcement of security

For the purposes of all powers implied by statute the Secured Obligations shall be deemed to have become due and payable on the date hereof and section 93 of the Law of Property Act 1925 (restricting the right of consolidation) and section 103 of the Law of Property Act 1925 (restricting the power of sale) shall not apply to this security The statutory powers of leasing conferred on the Security Trustee shall be extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee shall think fit and without the need to comply with any of the provisions of sections 99 and 100 of that Act

10 Receiver

10 1 **Appointment of a Receiver**

(a) At any time after this security becomes enforceable or if Curo so requests the Security Trustee in writing at any time, the Security Trustee may without further notice appoint under seal or in writing under its hand any one or more qualified persons to

be a Receiver of all or any part of the Security Assets in like manner in every respect as if the Security Trustee had become entitled under the Law of Property Act 1925 to exercise the power of sale thereby conferred

(b) In this clause 10, **qualified person** means a person who, under the Insolvency Act 1986, is qualified to act as a Receiver of the property of any company with respect to which he is appointed

10 2 **Powers of a Receiver**

Every Receiver appointed in accordance with clause 10 1 shall have and be entitled to exercise all of the powers set out below The powers referred to above are (in each case to the extent permitted by law)

(a) **Take possession** to take immediate possession of, get in and collect the Security Assets or any part thereof,

(b) **Protection of assets** to make and effect all repairs and Insurances and do all other acts which Curo might do in the ordinary conduct of its business as well for the protection as for the improvement of the Security Assets and to commence and/or complete any building operations on the Mortgaged Property and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as he may in his absolute discretion think fit,

(c) **Borrow money** for the purpose of exercising any of the powers, authorities and discretions conferred on him by or pursuant to this Deed and/or of defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in the exercise thereof or for any other purpose, to raise and borrow money either unsecured or on the security of the Security Assets or any part thereof either in priority to the security constituted by this Deed or otherwise and generally on such terms and conditions as he may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed,

(d) **Sell assets** to sell, exchange, convert into money and realise all or any part of the Security Assets by public auction or private contract and generally in such manner and on such terms as he shall think proper Without prejudice to the generality of the foregoing he may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he may think fit Fixtures, other than landlords fixtures, may be severed and sold separately from the property containing them without the consent of Curo,

(e) **Leases** to let all or any part of the Security Assets for such term and at such rent (with or without a premium) as he may think proper and to accept a surrender of any lease or tenancy thereof on such terms as he may think fit (including the payment of money to a lessee or tenant on a surrender),

(f) **Compromise** to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of Curo in relation to the Security Assets or any part thereof,

(g) **Legal actions** to bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Security Assets or any part thereof as may seem to him to be expedient,

(h) **Receipts** to give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising the Security Assets,

(i) **Insolvency Act 1986 and Law of Property Act 1925**

(i) all the powers (as varied and extended by the provisions of this Deed) conferred by the Insolvency Act 1986 on mortgagees in possession, Administrators, Receivers and Administrative Receivers (each as defined therein), and

(ii) to do all such other acts and things as any Receiver may consider desirable or necessary for realising the Security Assets or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Deed and to exercise in relation to the Security Assets or any part thereof all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same and to use the name of Curo for all or any of such purposes,

(j) **Building work** to demolish, alter, improve, develop, complete, construct, modify or refurbish the whole or any part of the Mortgaged Property and the Fixtures thereon and to complete or undertake or concur in the completion or undertaking of any approved development (with or without modification) and any other project in which Curo was concerned or interested in prior to his appointment being a project for the demolition, alteration, improvement, development, completion, construction, modification, rebuilding or reinstatement, refurbishment or repair of the Mortgaged Property (or any part thereof) and the Fixtures and in particular (without prejudice to the generality of the foregoing) to carry out and complete such approved development,

(k) **Repairs** to undertake, effect or complete any work of repair, maintenance, modification, redecoration, improvement, fitting out and furnishing of the Mortgaged Property or any part thereof,

(l) **Planning and environment** to apply for and obtain any planning permissions, building regulation approvals, environmental permits and any other permissions, consents or licences in relation to the Security Assets or any part thereof,

(m) **Services** to provide all services (including, without limitation, heating, lighting and cleansing) which may be deemed expedient in relation to the occupation or management of the Mortgaged Property,

(n) **Contracts** to enter into, perform, repudiate, rescind, vary, modify, assign, sub-let or novate any contract or agreement, option agreement, agreement for lease, building contract or professional appointment or otherwise for or which relates in any way to

the Security Assets and to appoint, hire and employ and remunerate such contractors, advisers, professionals, agents, servants, attendants, managers, officers, workmen and others upon such terms and at such salaries, fees or remuneration and generally in such manner as he shall think fit and to discharge such persons,

(o) **Acquire additional property** to acquire any interest in any real or personal property which he may consider necessary or desirable to acquire in order to maintain or enhance the value of the Security Assets or any part thereof and to grant or surrender, easements, covenants and licences and to make exchanges and to enter into any agreements for the revision of boundaries, and

(p) **General powers** to do all such other acts and things as he may consider necessary or desirable for realising the Security Assets or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Deed, to exercise in relation to the Security Assets or any part thereof all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same and to use the name of Curo for all or any of such purposes

10 3 **Removal and remuneration**

The Security Trustee may from time to time by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it may deem it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by it The Security Trustee will consider any request from Curo to remove a Receiver provided Curo can show, to the reasonable satisfaction of the Security Trustee, that failure to remove such Receiver would be prejudicial to the proper realisation or disposal of Curo's assets or that the specific Receiver in carrying out his appointment hereunder (and not, for the avoidance of doubt, the actual appointment of any Receiver), is prejudicing Curo's registration with the Tenant Services Authority

10 4 **Security Trustee may exercise**

To the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this Deed (either expressly or impliedly) upon a Receiver of the Security Assets may be exercised after the security hereby created becomes enforceable by the Security Trustee in relation to the whole of such Security Assets or any part thereof without first appointing a Receiver of such property or any part thereof or notwithstanding the appointment of a Receiver of such property or any part thereof

11 Application of proceeds

Any monies received by the Security Trustee or by any Receiver appointed by it pursuant to this Deed and/or under the powers hereby conferred shall, after the security hereby constituted shall have become enforceable but subject to the payment of any claims having priority to this security and to the Security Trustee's and such Receiver's rights under clause 10 be applied by the Security Trustee in accordance with clause 7 (Application of proceeds) of the Security Trust Deed

12 No liability as mortgagee in possession

The Security Trustee shall not nor shall any Receiver appointed as aforesaid by reason of it or the Receiver entering into possession of the Security Assets or any part thereof be liable to account as mortgagee in possession or be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable Every Receiver duly appointed by the Security Trustee under the powers in that behalf herein contained shall be deemed to be the agent of Curo for all purposes and shall as such agent for all purposes be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Law of Property Act 1925 Curo alone shall be responsible for his contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him and neither the Security Trustee nor any Beneficiary shall incur any liability therefor (either to Curo or to any other person whatsoever) by reason of the Security Trustee's making his appointment as such Receiver or for any other reason whatsoever Every such Receiver and the Security Trustee shall be entitled to all the rights, powers, privileges and immunities by such Act conferred on mortgagees and receivers when such receivers have been duly appointed under such Act but so that section 103 of that Act shall not apply

13 Protection of third parties

No purchaser, mortgagee or other person or company dealing with the Security Trustee or the Receiver or its or his agents shall be concerned to enquire whether the Secured Obligations have become payable or whether any power which the Receiver is purporting to exercise has become exercisable or whether any money remains due under the Relevant Documents or to see to the application of any money paid to the Security Trustee or to such Receiver

14 Expenses

All costs, charges and expenses properly incurred and all payments made by the Security Trustee or any Receiver appointed hereunder in the lawful exercise of the powers hereby conferred whether or not occasioned by any act, neglect or default of Curo shall carry interest (as well after as before judgment) at a rate equal to 2 per cent per annum over the highest interest rate for the time being payable under any of the Relevant Documents from the date of the same being incurred or becoming payable by Curo until the date the same are unconditionally and irrevocably paid and discharged in full The amount of all such costs, charges, expenses and payments and all such interest thereon and all remuneration payable hereunder shall be payable by Curo on demand in accordance with the Security Trust Deed

15 Indemnity

The Security Trustee and the Relevant Beneficiaries and every Receiver, attorney, manager, agent or other person appointed by the Security Trustee hereunder shall be entitled to be indemnified out of the Security Assets in respect of all liabilities and expenses properly incurred by them in the execution or purported execution of any of the powers, authorities or discretions vested in them pursuant hereto and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Security Assets and the Security Trustee, the Relevant Beneficiaries and any Receiver may retain and pay all sums in respect of the same out of any monies received under the powers hereby conferred

16 Delegation by the Security Trustee and Receiver

The Security Trustee may at any time and from time to time delegate by power of attorney or in any other manner to any person or persons all or any of the powers, authorities and discretions which are for the time being exercisable by the Security Trustee or any Receiver under this Deed in relation to the Security Assets or any part thereof Any such delegation may be made upon such terms and subject to such regulations as the Security Trustee or any Receiver may think fit Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to Curo for any loss or damage arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate (provided it acted properly in the appointment of the same)

17 Further assurances

17 1 Statutory covenant

The obligations of Curo set out in clause 17 2 shall be in addition to and not in substitution for the covenants for further assurance deemed to be included herein by virtue of section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994

17 2 General

Curo shall at its own expense execute and do all such assurances, acts and things as the Security Trustee may require for perfecting or protecting the security intended to be created hereby over the Security Assets or any part thereof or for facilitating the realisation of the Security Assets or any part thereof and in the exercise of all powers, authorities and discretions vested in the Security Trustee or any Receiver of the Security Assets or any part thereof or in any such delegate or sub-delegate as aforesaid To that intent, Curo shall in particular execute all transfers, conveyances, assignments (whether legal or equitable) and assurances of such property whether to the Security Trustee or to its nominees and give all notices, orders and directions and make all registrations which the Security Trustee may reasonably think necessary and obtain all necessary consents to procure the registration of this Deed at the Land Registry

17 3 Legal charge

Without prejudice to the generality of clauses 17 1 and 17 2, Curo will forthwith at the request of the Security Trustee execute a legal mortgage, charge or assignment over all or any of the Security Assets subject to or intended to be subject to any fixed security hereby created in favour of the Security Trustee (as trustee as aforesaid) in such form as the Security Trustee may reasonably require

17 4 Consents

Curo shall use all reasonable endeavours to obtain (in form and content satisfactory to the Security Trustee (acting reasonably)) as soon as possible any consents necessary to enable the assets of Curo purported to be so charged or assigned to be the subject of an effective fixed charge or assignment pursuant to clause 3 and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and Curo shall promptly deliver a copy of each consent to the Security Trustee

17 5 Implied covenants for title

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

18 Redemption of prior mortgages

The Security Trustee may, at any time after the security hereby constituted has become enforceable, redeem any prior Security Interest against the Security Assets or any part thereof or procure the transfer thereof to themselves and may settle and pass the accounts of the prior mortgagee, chargee or encumbrancer Any accounts so settled and passed shall be conclusive and binding on Curo save for manifest error All principal monies, interest, costs, charges and expenses of and incidental to such redemption and transfer shall be paid by Curo to the Security Trustee on demand

19 Power of attorney

19 1 Appointment

Curo hereby by way of security and in order more fully to secure the performance of its obligations hereunder irrevocably appoints the Security Trustee and every Receiver of the Security Assets or any part thereof appointed hereunder and every such delegate or sub-delegate as aforesaid to be its attorney acting severally, and on its behalf and in its name or otherwise (at any time after the occurrence of an Enforcement Event which is continuing) to execute and do all such assurances, acts and things which Curo ought to do under the covenants and provisions contained in this Deed (including, without limitation, to make any demand upon or to give any notice or receipt to any person owing monies to Curo and to execute and deliver any charges, legal mortgages, assignments or other security and any transfers of securities) and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed or by statute on the Security Trustee or any such Receiver, delegate or sub delegate and (without prejudice to the generality of the foregoing) to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may reasonably deem proper in or for the purpose of exercising any of such powers, authorities and discretions

19 2 Ratification

Curo hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in clause 19 1 shall do or purport to do in good faith in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in such

20 New accounts

If the Security Trustee or any Beneficiary receives or is deemed to be affected by notice whether actual or constructive of any subsequent charge or other interest affecting any part of the Security Assets and/or the proceeds of sale thereof, the Security Trustee or such Beneficiary may open a new account or accounts with Curo If the Security Trustee or such Beneficiary (as the case may be) does not open a new account it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made to the Security Trustee or such Beneficiary

shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount for which this Deed is security

21 Stamp duties

Curo shall pay and, forthwith on demand, indemnify the Security Trustee and each Beneficiary against any liability it incurs in respect of any stamp, registration and similar Tax which is or becomes payable in connection with the entry into, performance or enforcement of this Deed

22 Perfection of security

Curo shall be bound by and hereby irrevocably authorises the Security Trustee to execute on its behalf any document required to perfect the security granted to the Beneficiaries pursuant to the Relevant Documents

23 Waivers, remedies cumulative

(a) The rights of the Security Trustee and each Beneficiary under this Deed

(i) may be exercised as often as necessary,

(ii) are cumulative and not exclusive of its rights under general law, and

(iii) may be waived only in writing and specifically

Delay in exercising or non-exercise of any such right is not a waiver of that right

(b) The Security Trustee may waive any breach by Curo of any of Curo's obligations under the Relevant Documents

24 Set-off

The Security Trustee and each Beneficiary may (to the extent that the same is beneficially owned by it) set-off any matured obligation due from Curo under the Relevant Documents against any matured obligation owed by the Security Trustee or such Beneficiary (as the case may be) to Curo, regardless of the place of payment, booking branch or currency of either obligation If the obligations are in different currencies, the Security Trustee or such Beneficiary (as the case may be) may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

25 Time deposits

Without prejudice to clause 24, if any time deposit matures on any account Curo has with the Security Trustee or any Relevant Beneficiary at a time within the Security Period when

(a) this security has become enforceable, and

(b) no amount of the Secured Obligations is due and payable,

such time deposit shall automatically be renewed for such further maturity as the Security Trustee or such Beneficiary in its absolute discretion considers appropriate unless the Security Trustee or such Beneficiary (as the case may be) otherwise agrees in writing

26 Severability

If a provision of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this Deed, or

(b) the legality, validity or enforceability in any other jurisdiction of that or any other provision of this Deed

27 Counterparts

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

28 Notices

28 1 Giving of notices

All notices under, or in connection with, this Deed shall be given in writing or by fax Any such notice is deemed to be given as follows

(a) if in writing when delivered (delivery shall be deemed to be immediate if by hand or 2 Business Days after posting if sent by first class post), or

(b) if by fax when received (provided that all of it is legible)

However, a notice given in accordance with the above but received on a non-Business Day or after business hours in the place of receipt is deemed to be given on the next Business Day in that place

28 2 Addresses for notices

The address and fax number of Curo and the Security Trustee for all notices under, or in connection with, this Deed are

(a) in the case of Curo

Curo Places Limited
The Maltings
River Place Lower Bristol Road
Bath
BA2 1EP

Fax 01225 366028
Attention The Group Director of Finance

(b) in the case of the Security Trustee

Prudential Trustee Company Limited
Laurence Pountney Hill

London
EC4R 0HH

Fax 020 7548 3883
Attention Corporate Trust Manager

or, in each case, such other details as one may notify the other in writing by not less than 7 days' notice

29 Provisions as to security

29 1 Land registration

Curo hereby consents to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee for the entry of the following restriction in the Proprietorship Register of any property which is, or is required to be, registered forming part of the Mortgaged 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 [the date of this Deed] in favour of Prudential Trustee Company Limited referred to in the charges register or their conveyancer or an individual identified as an authorised signatory "

29 2 Further advances

(a) Subject to the terms of the Relevant Documents, certain Beneficiaries are under an obligation to make further advances to Curo in accordance with the terms of their respective Relevant Documents

(b) For the purposes of section 94(1)(c) of the Law of Property Act 1925, section 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003, the obligation on the relevant Beneficiaries to make further advances will be deemed to be incorporated in this Deed as if the same were set out in this Deed

(c) For the purposes of the Land Registration Rules 2003 and section 49(3) of the Land Registration Act 2002, Curo hereby consents to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee for the entry of a note of the obligation to make further advances on the Charges Register of any registered land forming part of the Mortgaged Property

29 3 Certification

Curo hereby certifies that the security created by this Deed does not contravene any of the provisions of the Companies Act 2006 or the memorandum and articles of association of Curo

29 4 Implied terms

The covenants set out in sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to clause 3 It shall be implied in respect of clause 3 that

Curo is disposing of the Security Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment)

30 Further representation and warranty

Curo hereby warrants that the Mortgaged Property comprises the same properties as have been valued for the benefit of the Relevant Beneficiaries (insofar as the Mortgaged Property constitutes Designated Security), copies of which valuation have been provided to the Relevant Beneficiaries

31 Release

Upon the expiry of the Security Period, the Security Trustee shall, at the request and reasonable cost of Curo, take whatever action is necessary to release and to reassign to Curo the Security Assets from the security constituted by this Deed

32 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and shall be construed in accordance with, the laws of England

33 Charities Act 2011 Statement

The land charged is held by Curo Places Limited, a non-exempt charity, but this mortgage is one falling within Section 124(9) of the Charities Act 2011

In witness whereof this Deed has been duly executed as a deed but not delivered until the date first above written

Schedule 1

Mortgaged Property

The whole of the following titles registered at the Land Registry, to include without limitation the properties specifically referred to below

Property Ref (UPRN)	Address 1	Address 2	Address 3	Postcode	Title No	RTA/RTB/SO	Tenure (FH/LH)
DRINCO0001	1 Drinkwater Court		Trowbridge	BA14 7AP	WT229665		Freehold
DRINCO0002	2 Drinkwater Court		Trowbridge	BA14 7AP	WT229665		Freehold
DRINCO0003	3 Drinkwater Court		Trowbridge	BA14 7AP	WT229665		Freehold
DRINCO0004	4 Drinkwater Court		Trowbridge	BA14 7AP	WT229665		Freehold
DRINCO0005	5 Drinkwater Court		Trowbridge	BA14 7AP	WT229665		Freehold
DRINCO0006	6 Drinkwater Court		Trowbridge	BA14 7AP	WT229665		Freehold
KNIGMA0011	11 Knights Maltings		Frome	BA11 1FJ	WS45122	RTA	Freehold
KNIGMA0015	15 Knights Maltings		Frome	BA11 1FJ	WS45122	RTA	Freehold
KNIGMA0017	17 Knights Maltings		Frome	BA11 1FJ	WS45122	RTA	Freehold
KNIGMA0019	19 Knights Maltings		Frome	BA11 1FJ	WS45122	RTA	Freehold
PRIMCO0001	1 Primrose Court		Frome	BA11 1FN	WS45122	RTA	Freehold
PRIMCO0002	2 Primrose Court		Frome	BA11 1FN	WS49018	RTA	Freehold
PRIMCO0003	3 Primrose Court		Frome	BA11 1FN	WS49018	RTA	Freehold
PRIMCO0004	4 Primrose Court		Frome	BA11 1FN	WS49018	RTA	Freehold
PRIMCO0005	5 Primrose Court		Frome	BA11 1FN	WS49018	RTA	Freehold
PRIMCO0006	6 Primrose Court		Frome	BA11 1FN	WS49018	SO	Freehold
PRIMCO0007	7 Primrose Court		Frome	BA11 1FN	WS49018	SO	Freehold
PRIMCO0008	8 Primrose Court		Frome	BA11 1FN	WS49018	Rent to Buy	Freehold
PRIMCO0009	9 Primrose Court		Frome	BA11 1FN	WS49018	Rent to Buy	Freehold
LONGDO0109	109 Long Down Avenue	Stoke Gifford	Bristol	BS16 1FT	GR351351	SO	Freehold
LONGDO0111	111 Long Down Avenue	Stoke Gifford	Bristol	BS16 1FT	GR351352	SO	Freehold
LONGDO0115	115 Long Down Avenue	Stoke Gifford	Bristol	BS16 1FT	GR351354	SO	Freehold
LAWNCL0026	26 Lawn Close	Stoke Gifford	Bristol	BS16 1FR	GR363786	SO	Freehold
LAWNCL0028	28 Lawn Close	Stoke Gifford	Bristol	BS16 1FR	GR363786	SO	Freehold
LAWNCL0030	30 Lawn Close	Stoke Gifford	Bristol	BS16 1FR	GR363786	SO	Freehold
LAWNCL0032	32 Lawn Close	Stoke Gifford	Bristol	BS16 1FR	GR363786	RTA	Freehold
LAWNCL0034	34 Lawn Close	Stoke Gifford	Bristol	BS16 1FR	GR363786	RTA	Freehold

LAWNCL0036	36 Lawn Close	Stoke Gifford	Bristol	BS16 1FR	GR363786	RTA	Freehold
LAWNCL0038	38 Lawn Close	Stoke Gifford	Bristol	BS16 1FR	GR363786	RTA	Freehold
GREACO0019	19 Great Copsie Way	Stoke Gifford	Bristol	BS16 1GH	GR354626	RTA	Freehold
GREACO0021	21 Great Copsie Way	Stoke Gifford	Bristol	BS16 1GH	GR354627	RTA	Freehold
GREACO0023	23 Great Copsie Way	Stoke Gifford	Bristol	BS16 1GH	GR354628	RTA	Freehold
HOMELE0002	2 Home Leas Close		Bristol	BS16 1FL	GR352598	SO	Freehold
HOMELE0004	4 Home Leas Close		Bristol	BS16 1FL	GR352598	SO	Freehold
HOMELE0006	6 Home Leas Close		Bristol	BS16 1FL	GR352598	SO	Freehold
HOMELE0008	8 Home Leas Close		Bristol	BS16 1FL	GR352598	SO	Freehold
HOMELE0010	10 Home Leas Close		Bristol	BS16 1FL	GR351360	RTA	Freehold
HOMELE0012	12 Home Leas Close		Bristol	BS16 1FL	GR351358	RTA	Freehold
HOMELE0014	14 Home Leas Close		Bristol	BS16 1FL	GR351357	RTA	Freehold
HOMELE0016	16 Home Leas Close		Bristol	BS16 1FL	GR351356	RTA	Freehold
WOODME0056	56 Wood Mead	Stoke Gifford	Bristol	BS16 1GQ	GR354269	RTA	Freehold
WOODME0058	58 Wood Mead	Stoke Gifford	Bristol	BS16 1GQ	GR352733	SO	Freehold
WOODME0060	60 Wood Mead	Stoke Gifford	Bristol	BS16 1GQ	GR352733	SO	Freehold
WOODME0061	61 Wood Mead	Stoke Gifford	Bristol	BS16 1GQ	GR352733	SO	Freehold
WOODME0062	62 Wood Mead	Stoke Gifford	Bristol	BS16 1GQ	GR352733	RTA	Freehold
WOODME0063	63 Wood Mead	Stoke Gifford	Bristol	BS16 1GQ	GR352441	RTA	Freehold
WOODME0064	64 Wood Mead	Stoke Gifford	Bristol	BS16 1GQ	GR352441	RTA	Freehold
WOODME0065	65 Wood Mead	Stoke Gifford	Bristol	BS16 1GQ	GR352441	RTA	Freehold
WOODME0066	66 Wood Mead	Stoke Gifford	Bristol	BS16 1GQ	GR352441	RTA	Freehold
LEADST0017	17 Leader Street		Bristol	BS16 1GR	BL126702	RTA	Freehold
LEADST0019	19 Leader Street		Bristol	BS16 1GR	BL126702	RTA	Freehold
LEADST0018	18 Leader Street		Bristol	BS16 1GR	BL134799	RTA	Freehold
LEADST0020	20 Leader Street		Bristol	BS16 1GR	BL134800	RTA	Freehold
LEADST0024	24 Leader Street		Bristol	BS16 1GR	BL134801	RTA	Freehold
LEADST0026	26 Leader Street		Bristol	BS16 1GR	BL134802	RTA	Freehold
STUBWA0002	2 Stubbs Way		Bristol	BS16 1GR	BL126702	RTA	Freehold
STUBWA0004	4 Stubbs Way		Bristol	BS16 1GR	BL126702	RTA	Freehold
STUBWA0006	6 Stubbs Way		Bristol	BS16 1GR	BL126702	RTA	Freehold
LOWRGR0004	4 Lowry Grove		Bristol	BS16 1EW	BL124672	SO	Freehold
LOWRGR0006	6 Lowry Grove		Bristol	BS16 1EW	BL126096	SO	Freehold
LOWRGR0008	8 Lowry Grove		Bristol	BS16 1EW	BL126095	SO	Freehold
LOWRGR0010	10 Lowry Grove		Bristol	BS16 1EW	BL126094	SO	Freehold
LOWRGR0012	12 Lowry Grove		Bristol	BS16 1EW	BL126083	SO	Freehold
LOWRGR0014	14 Lowry Grove		Bristol	BS16 1EW	BL124655	SO	Freehold
COOKCO00000001	Flat 1, Cook Court	Long Wood Meadows	Bristol	BS16 1GP	BL125166	SO	Freehold
COOKCO00000002	Flat 2, Cook Court	Long Wood Meadows	Bristol	BS16 1GP	BL125166	SO	Freehold
COOKCO00000003	Flat 3, Cook Court	Long Wood Meadows	Bristol	BS16 1GP	BL125166	SO	Freehold
COOKCO00000004	Flat 4, Cook Court	Long Wood Meadows	Bristol	BS16 1GP	BL125166	SO	Freehold
COOKCO00000005	Flat 5, Cook	Long Wood	Bristol	BS16 1GP	BL125166	SO	Freehold

	Court	Meadows					
COOKCO00000006	Flat 6, Cook Court	Long Wood Meadows	Bristol	BS16 1GP	BL125166	SO	Freehold
COOKCO00000007	Flat 7, Cook Court	Long Wood Meadows	Bristol	BS16 1GP	BL125166	RTA	Freehold
COOKCO00000008	Flat 8, Cook Court	Long Wood Meadows	Bristol	BS16 1GP	BL125166	SO	Freehold
COOKCO00000009	Flat 9, Cook Court	Long Wood Meadows	Bristol	BS16 1GP	BL125166	SO	Freehold
COOKCO00000010	Flat 10, Cook Court	Long Wood Meadows	Bristol	BS16 1GP	BL125166	SO	Freehold
COOKCO00000011	Flat 11, Cook Court	Long Wood Meadows	Bristol	BS16 1GP	BL125166	SO	Freehold
WATTCO0046	46 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
WATTCO0048	48 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
WATTCO0057	57 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
WATTCO0059	59 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
WATTCO0061	61 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
WATTCO0062	62 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
WATTCO0063	63 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
WATTCO0064	64 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
WATTCO0065	65 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
WATTCO0066	66 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
WATTCO0067	67 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
WATTCO0068	68 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
WATTCO0069	69 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
WATTCO0070	70 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
WATTCO0072	72 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
WATTCO0074	74 Watts Corner	Old Wells Road	Glastonbury	BA6 8FD	WS36660	RTA	Freehold
SOUTHO00000001	1 Southgate House	3 Southgate Street	Bath	BA1 1AQ	ST291894	SO	Leasehold
SOUTHO00000002	2 Southgate House	3 Southgate Street	Bath	BA1 1AQ	ST291894	SO	Leasehold
SOUTHO00000003	3 Southgate House	3 Southgate Street	Bath	BA1 1AQ	ST291894	SO	Leasehold
SOUTHO00000011	11 Southgate House	3 Southgate Street	Bath	BA1 1AQ	ST291894	SO	Leasehold
SOUTHO00000012	12 Southgate House	3 Southgate Street	Bath	BA1 1AQ	ST291894	SO	Leasehold
SOUTHO00000012	13 Southgate House	3 Southgate Street	Bath	BA1 1AQ	ST291894	SO	Leasehold
MARCHO00000013	13 Marchants House	1 New Marchants Passage	Bath	BA1 1AR	ST291873	SO	Leasehold
MARCHO00000027	27 Marchants	1 New	Bath	BA1 1AR	ST291873	SO	Leasehold

	House	Marchants Passage					
MARCHO00000028	28 Marchants House	1 New Marchants Passage	Bath	BA1 1AR	ST291873	SO	Leasehold
PHILHO00000003	3 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
PHILHO00000004	4 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
PHILHO00000005	5 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
PHILHO00000006	6 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
PHILHO00000007	7 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
PHILHO00000008	8 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
PHILHO00000009	9 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
PHILHO00000010	10 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
PHILHO00000011	11 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
PHILHO00000026	26 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
PHILHO00000027	27 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
PHILHO00000028	28 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
PHILHO00000029	29 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
PHILHO00000030	30 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
PHILHO00000031	31 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
PHILHO00000032	32 Philip House	2 Philip Street	Bath	BA1 1AU	ST291872	RTA	Leasehold
HAWTCO00000001	FLAT 1 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000002	FLAT 2 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000003	FLAT 3 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000004	FLAT 4 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000005	FLAT 5 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000006	FLAT 6 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000007	FLAT 7 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000008	FLAT 8 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000009	FLAT 9 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000010	FLAT 10 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000011	FLAT 11 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000012	FLAT 12 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000013	FLAT 13 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000014	FLAT 14 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000015	FLAT 15 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000016	FLAT 16 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000017	FLAT 17 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000018	FLAT 18 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000019	FLAT 19 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold

HAWTCO00000020	FLAT 20 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000021	FLAT 21 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000022	FLAT 22 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000023	FLAT 23 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000024	FLAT 24 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000025	FLAT 25 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000026	FLAT 26 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000027	FLAT 27 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000028	FLAT 28 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000029	FLAT 29 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold
HAWTCO00000030	FLAT 30 Hawthorn Court	Hawthorns Lane	Keynsham	BS31 1BF	ST279103		Leasehold

The parts of the following titles described below to include without limitation the properties specifically referred to below

LULWRO0002	2 Lulworth Road	Keynsham	BRISTOL	BS31 2PX	ST182198	SO	Freehold
LULWRO0004	4 Lulworth Road	Keynsham	BRISTOL	BS31 2PX	ST182198	SO	Freehold
LULWRO0006	6 Lulworth Road	Keynsham	BRISTOL	BS312PX	ST182198	RTB	Freehold
LULWRO0008	8 Lulworth Road	Keynsham	BRISTOL	BS312PX	ST182198	RTA	Freehold
LULWRO0010	10 Lulworth Road	Keynsham	BRISTOL	BS312PX	ST182198	RTA	Freehold
LULWRO0012	12 Lulworth Road	Keynsham	BRISTOL	BS31 2PX	ST182198	RTB	Freehold
LULWRO0016	16 Lulworth Road	Keynsham	BRISTOL	BS31 2PX	ST182198	RTB	Freehold
LULWRO0018	18 Lulworth Road	Keynsham	BRISTOL	BS31 2PX	ST182198	RTB	Freehold
LULWRO0020	20 Lulworth Road	Keynsham	BRISTOL	BS31 2PX	ST182198	RTB	Freehold
LULWRO0022	22 Lulworth Road	Keynsham	BRISTOL	BS31 2PX	ST182198	SO	Freehold
LULWRO0024	24 Lulworth Road	Keynsham	BRISTOL	BS31 2PX	ST182198	SO	Freehold
LULWRO024A	24A Lulworth Road	Keynsham	BRISTOL	BS31 2PX	ST182198	SO	Freehold
AMBECL0001	1 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0002	2 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0003	3 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0004	4 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTB	Freehold
AMBECL0005	5 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0006	6 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	SO	Freehold
AMBECL0007	7 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	SO	Freehold
AMBECL0008	8 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	SO	Freehold
AMBECL0009	9 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	SO	Freehold
AMBECL0010	10 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0011	11 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTB	Freehold
AMBECL0012	12 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0014	14 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0015	15 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0044	44 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0045	45 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0046	46 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0047	47 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold

AMBECL0048	48 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0049	49 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0050	50 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0052	52 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0054	54 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL0055	55 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 016	FLAT 16 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	SO	Freehold
AMBECL00000 017	FLAT 17 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	SO	Freehold
AMBECL00000 018	FLAT 18 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	SO	Freehold
AMBECL00000 019	FLAT 19 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 020	FLAT 20 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 021	FLAT 21 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 022	FLAT 22 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 023	FLAT 23 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 024	FLAT 24 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 025	FLAT 25 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	SO	Freehold
AMBECL00000 026	FLAT 26 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 027	FLAT 27 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 028	FLAT 28 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 029	FLAT 29 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 030	FLAT 30 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 031	FLAT 31 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 032	FLAT 32 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 033	FLAT 33 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 034	FLAT 34 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 035	FLAT 35 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 036	FLAT 36 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 037	FLAT 37 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 038	FLAT 38 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 039	FLAT 39 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000	FLAT 40	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold

040	Amberley Close						
AMBECL00000 041	FLAT 41 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 042	FLAT 42 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold
AMBECL00000 043	FLAT 43 Amberley Close	Keynsham	BRISTOL	BS31 2PY	ST182198	RTA	Freehold

As shown edged red on the plan marked "Plan 1" attached hereto

HOLCGR0000 0015	Flat 15 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0000 015A	Flat 15A Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0000 0016	Flat 16 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0000 016A	Flat 16A Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTB	Freehold
HOLCGR0000 0017	Flat 17 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0000 0018	Flat 18 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTB	Freehold
HOLCGR0000 0019	Flat 19 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0000 0020	Flat 20 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0000 0021	Flat 21 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0000 0022	Flat 22 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0000 0023	Flat 23 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0000 0024	Flat 24 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0000 0025	Flat 25 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0000 0026	Flat 26 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0000 0027	Flat 27 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0000 0028	Flat 28 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold

HOLCGR0036	36 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0037	37 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0038	38 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0039	39 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0040	40 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0041	41 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0042	42 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR00000043	Flat 43 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0000043A	Flat 43A Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR00000044	Flat 44 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTB	Freehold
HOLCGR0000044A	Flat 44A Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0045	45 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0046	46 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0047	47 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0048	48 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0049	49 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0050	50 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0051	51 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0052	52 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0053	53 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold
HOLCGR0054	54 Holcombe Green	Weston	BATH	BA1 4HU	ST173997	RTA	Freehold

As shown edged red on the plan marked "Plan 2" attached hereto

WOODTE0001	1 Woodview Terrace		Bath	BA2 1RT	ST184834	RTA	Freehold
WOODTE0002	2 Woodview Terrace		Bath	BA2 1RT	ST184834	RTB	Freehold
WOODTE0003	3 Woodview Terrace		Bath	BA2 1RT	ST184834	RTA	Freehold
WOODTE0005	5 Woodview Terrace		Bath	BA2 1RT	ST184834	RTA	Freehold
WOODTE0006	6 Woodview		Bath	BA2 1RT	ST184834	RTA	Freehold

	Terrace						

As shown edged red on the plan marked "Plan 3" attached hereto

GOLDWA033C	33C Goldney Way	Temple Cloud	BRISTOL	BS39 5DU	ST175722	RTA	Freehold
GOLDWA033D	33D Goldney Way	Temple Cloud	BRISTOL	BS39 5DU	ST175722	RTA	Freehold

As shown edged red on the plan marked "Plan 4" attached hereto

GOLDWA0049	49 Goldney Way	Temple Cloud	BRISTOL	BS39 5DU	ST177203	RTA	Freehold
GOLDWA0051	51 Goldney Way	Temple Cloud	BRISTOL	BS39 5DU	ST177203	RTA	Freehold
FIELRO0020	20 Fieldgardens Road	Temple Cloud	BRISTOL	BS39 5DX	ST177203	RTA	Freehold
FIELRO0022	22 Fieldgardens Road	Temple Cloud	BRISTOL	BS39 5DX	ST177203	RTA	Freehold

As shown edged red on the plan marked "Plan 5" attached hereto

CARRCL0001	1 Carrs Close		Bath	BA2 1TA	ST171135	RTA	Freehold
CARRCL0002	2 Carrs Close		Bath	BA2 1TA	ST171135	RTA	Freehold
CARRCL0003	3 Carrs Close		Bath	BA2 1TA	ST171135	RTB	Freehold
CARRCL0004	4 Carrs Close		Bath	BA2 1TA	ST171135	RTA	Freehold
CARRCL0005	5 Carrs Close		Bath	BA2 1TA	ST171135	RTA	Freehold
CARRCL0006	6 Carrs Close		Bath	BA2 1TA	ST171135	RTA	Freehold

As shown edged red on the plan marked "Plan 6" attached hereto

MANOPK0001	1 Manor Park Close	Writhlington	Radstock	BA3 3PA	ST171812 and ST206981	RTB	Freehold
MANOPK0002	2 Manor Park Close	Writhlington	Radstock	BA3 3PA	ST171812 and ST206981	RTA	Freehold
MANOPA0003	3 Manor Park Close	Writhlington	Radstock	BA3 3NB	ST171812 and ST206981	RTB	Freehold
MANOPK0004	4 Manor Park Close	Writhlington	Radstock	BA3 3PA	ST171812 and ST206981	RTA	Freehold
MANOPK0005	5 Manor Park Close	Writhlington	Radstock	BA3 3PA	ST171812 and ST206981	RTB	Freehold
MAGDRO011A	11A Magdalene Road	Writhlington	Radstock	BA33LB	ST171812	RTA	Freehold
MAGDRO011B	11B Magdalene Road	Writhlington	Radstock	BA33LB	ST171812	RTA	Freehold
MAGDRO011C	11C Magdalene Road	Writhlington	Radstock	BA3 3LB	ST171812	RTA	Freehold
MAGDRO011D	11D Magdalene Road	Writhlington	Radstock	BA33 LB	ST171812	RTA	Freehold

As shown edged red on the plan marked "Plan 7" attached hereto in respect of title number ST171812 and shown coloured blue on "Plan 8" in respect of title number ST206981

GREECO00000001	FLAT 1 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000002	FLAT 2 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000003	FLAT 3 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000004	FLAT 4 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000005	FLAT 5 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000006	FLAT 6 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000007	FLAT 7 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000008	FLAT 8 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000009	FLAT 9 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000010	FLAT 10 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000011	FLAT 11 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000012	FLAT 12 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000013	FLAT 13 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000014	FLAT 14 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000015	FLAT 15 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000016	FLAT 16 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000017	FLAT 17 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000018	FLAT 18 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000019	FLAT 19 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold

GREECO00000020	FLAT 20 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000021	FLAT 21 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000022	FLAT 22 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000023	FLAT 23 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000024	FLAT 24 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000025	FLAT 25 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000026	FLAT 26 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000027	FLAT 27 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000028	FLAT 28 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000029	FLAT 29 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold
GREECO00000030	FLAT 30 Greenacres Court	Greenacres	Midsomer Norton	BA3 2FJ	ST269778		Leasehold

As shown **not** coloured in yellow on the plan marked "Plan 9" attached hereto

CURO

The common seal of)
CURO PLACES LIMITED)
was affixed to this Deed in the presence of)

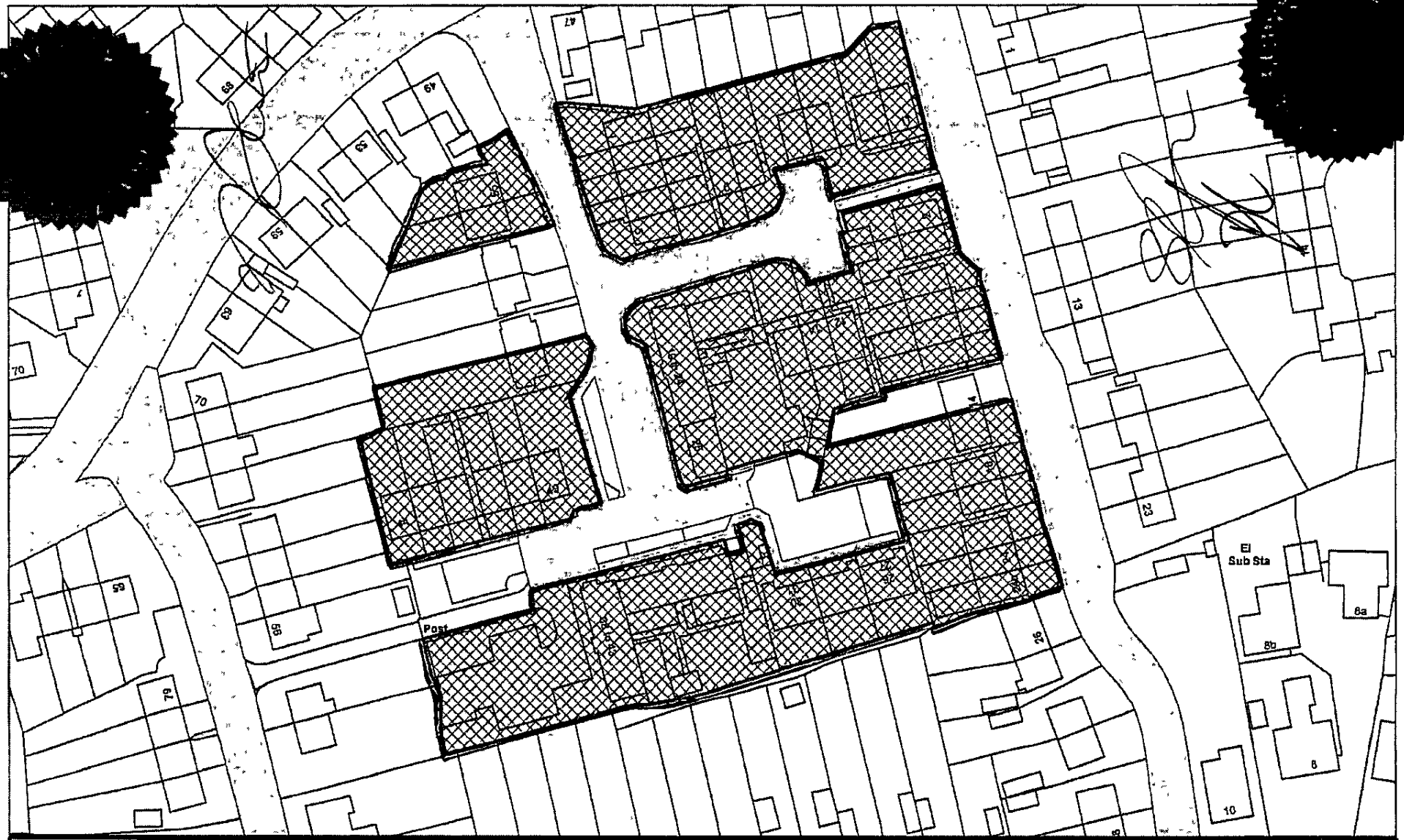
Authorised Signatory

Authorised Signatory

SECURITY TRUSTEE

Executed as a deed by affixing the)
common seal of)
PRUDENTIAL TRUSTEE COMPANY LIMITED)
in the presence of)

Sealing Officer



Produced by: GIS Services

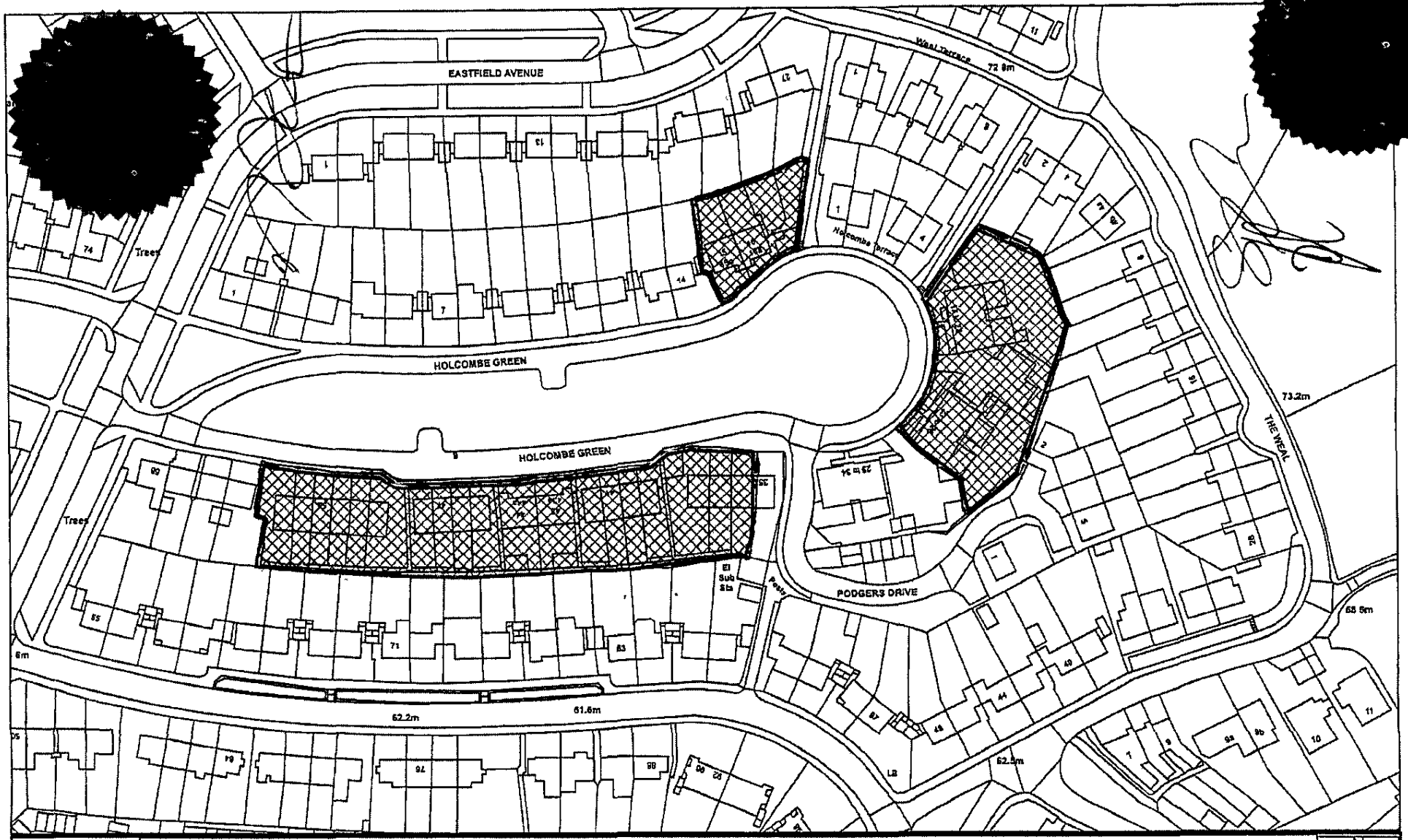
Title:ST182798

Plan

Scale 1.931

N

Reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2013. All rights reserved. Ordnance Survey Licence number 0100031184



Produced by: GIS Services

Plan 2

Title.Holcombe Green - M&G Round 2 2

Scale 1.1,250

N

Reproduced by permission of OrdnanceSurvey on behalf of HMSO. © Crown copyright and database right 2013. All rights reserved. Ordnance Survey Licence number 0100031673.

TWERTON

Redland Park

Woodview Terrace

REDLAND PARK

REDLAND PARK

Play Area

Def

Produced by: GIS Services

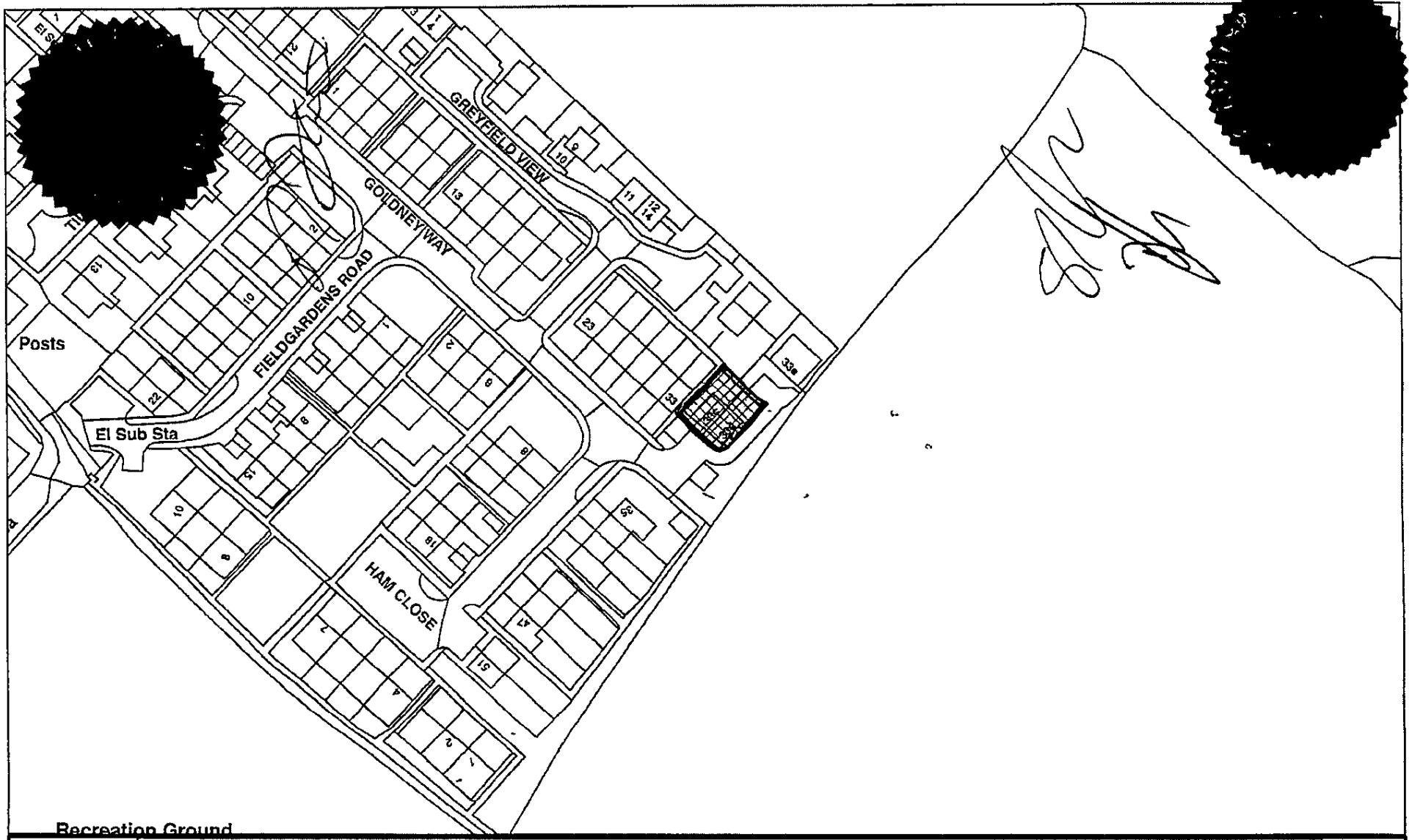
Title: ST184834 - Charging Properties 2.2

Plan 3

Scale 1:1,250

N

Reproduced by permission of OrdnanceSurvey on behalf of HMSO. © Crown copyright and database right 2013. All rights reserved. Ordnance Survey Licence number 0100031164.



Produced by: GIS Services

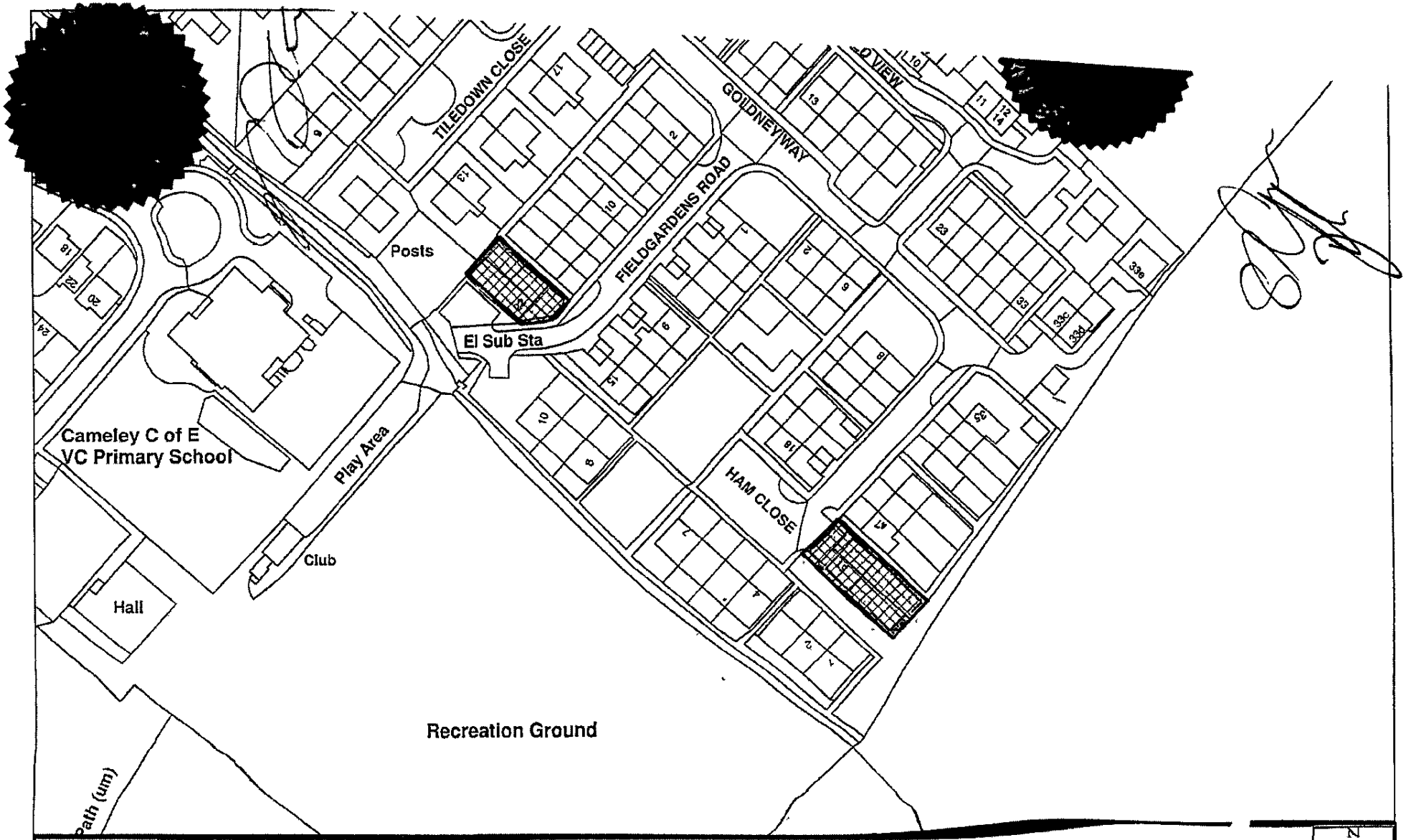
Title ST175722 - Property Charging 2.2

Plan 4

Scale 1:1,250

N

Reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2013. All rights reserved. Ordnance Survey Licence number 0100031184.



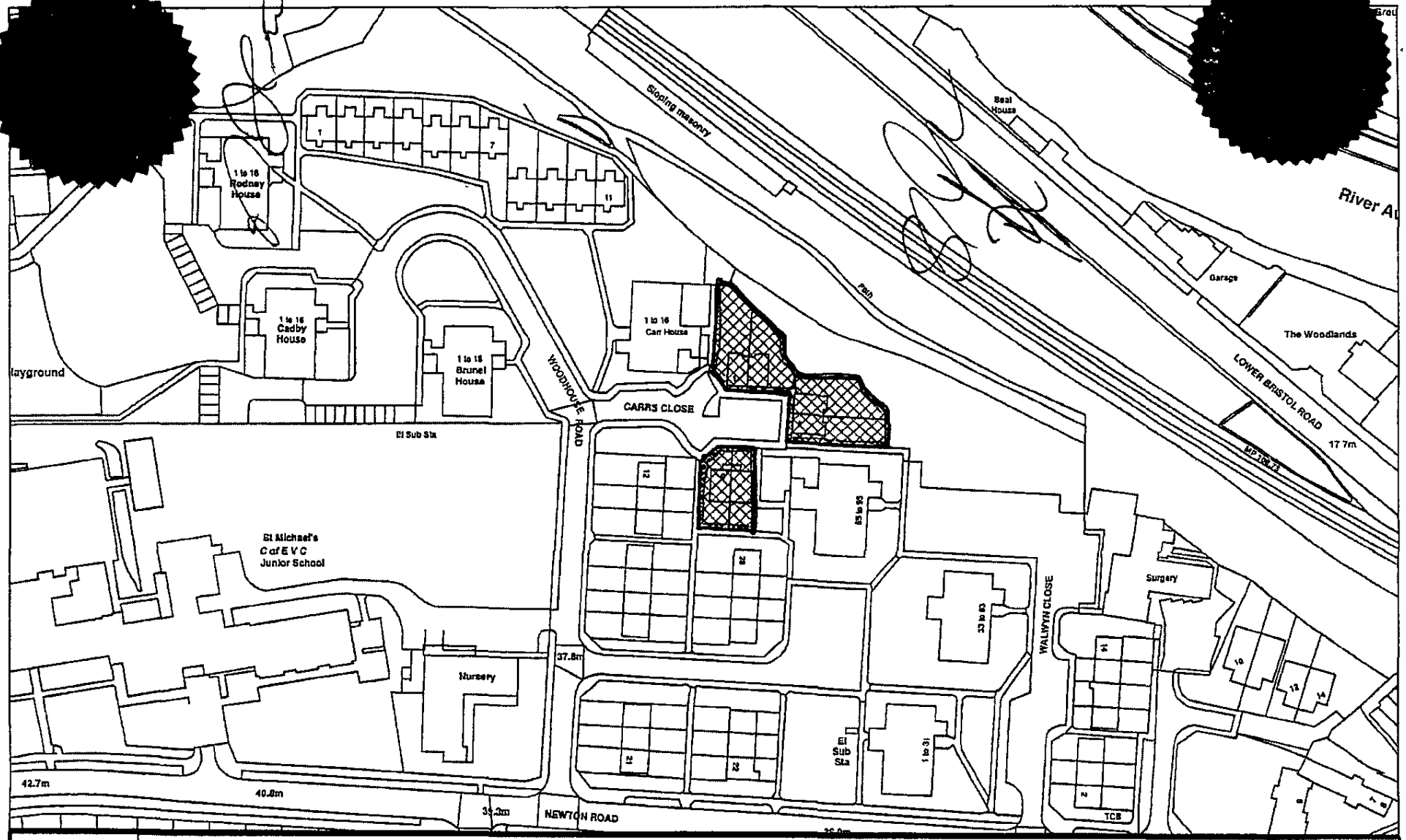
Produced by: GIS Services

Plan 5

Scale 1,250

Title: ST177203 - Charging Properties 2.2

Reproduced by permission of OrdnanceSurvey on behalf of HMSO. © Crown copyright and database right 2006 All rights reserved. Ordnance Survey Licence number 0031184



curo

Produced by: GIS Services

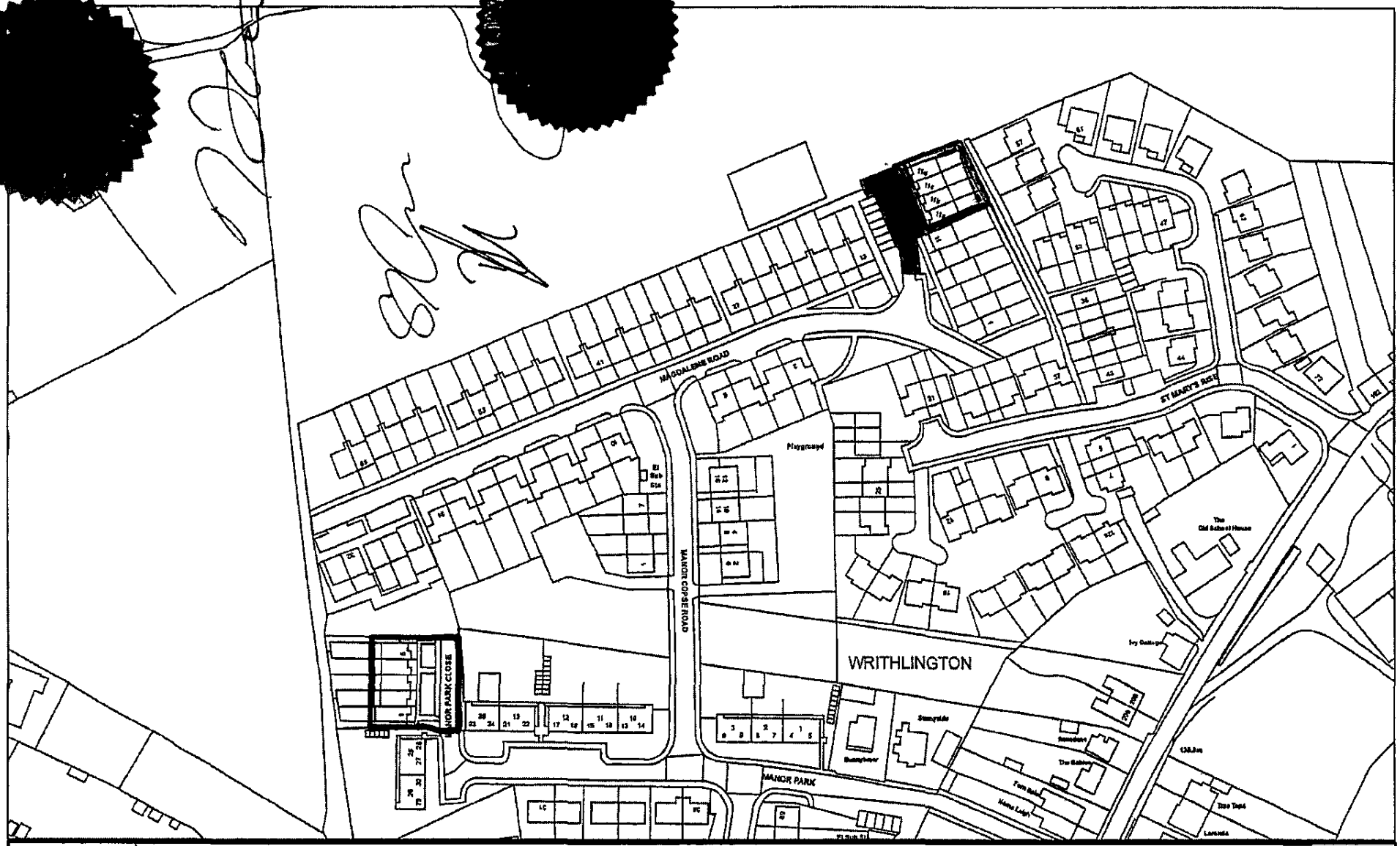
Title ST171135 - 1-6 Carrs Close

Plan 6

Scale 1:1,250

N

Reproduced by permission of Ordnance Survey on behalf of HMSO. © Crown copyright and database right 2013. All rights reserved. Ordnance Survey Licence number 0100031184.



curo

Produced by: GIS Services

Title Magdalene Road

Plan 7

Scale 1 1,550

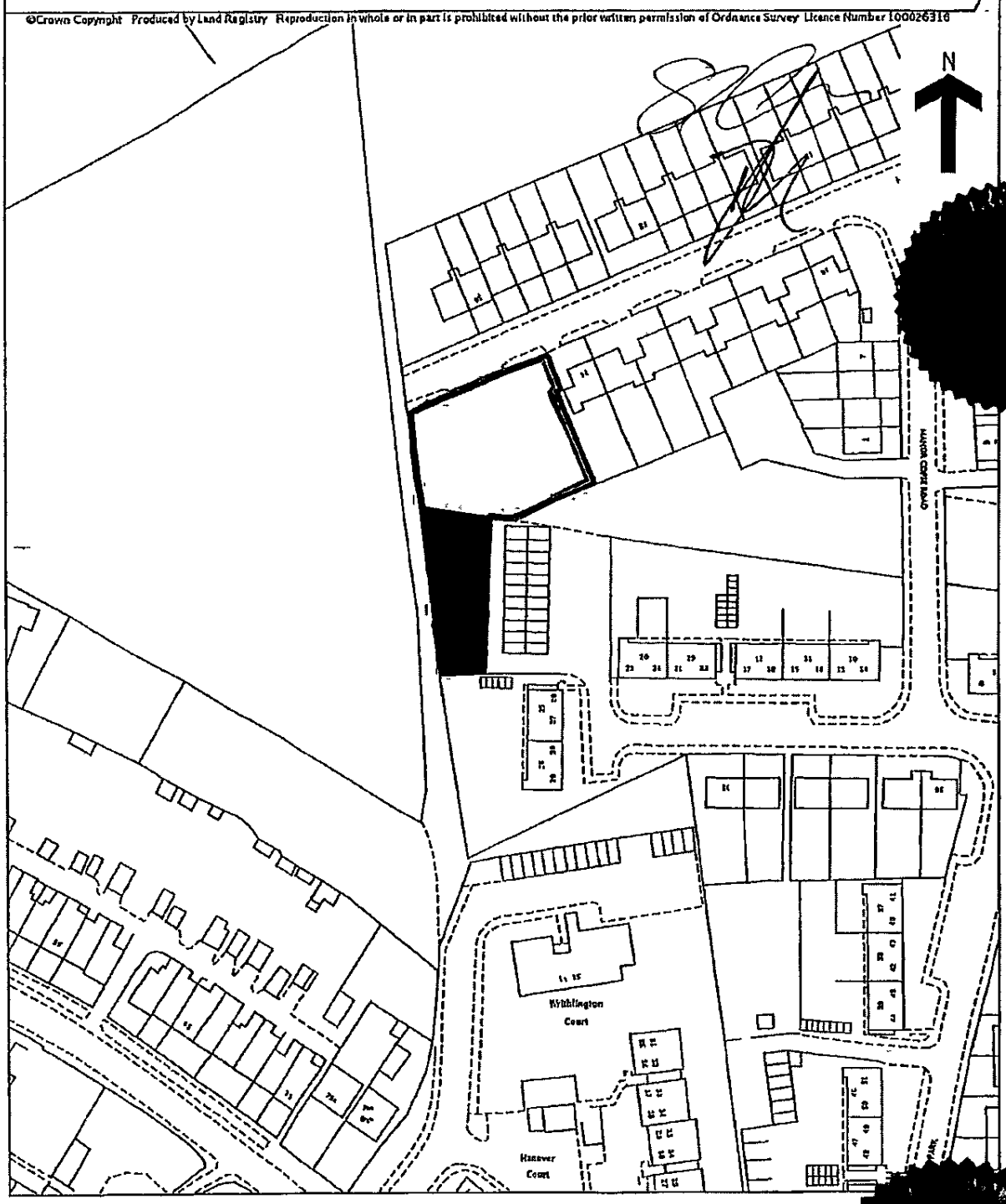
N

Reproduced by permission of OrdnanceSurvey on behalf of HMSO. © Crown copyright and database right 2013. All rights reserved. Ordnance Survey Licence number 0100031184.

Land Registry Official copy of title plan

Title number **ST206981**
Ordnance Survey map reference **ST7054NW**
Scale **1:1250**
Administrative area **Bath and North East Somerset**

©Crown Copyright Produced by Land Registry Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey Licence Number 100026316



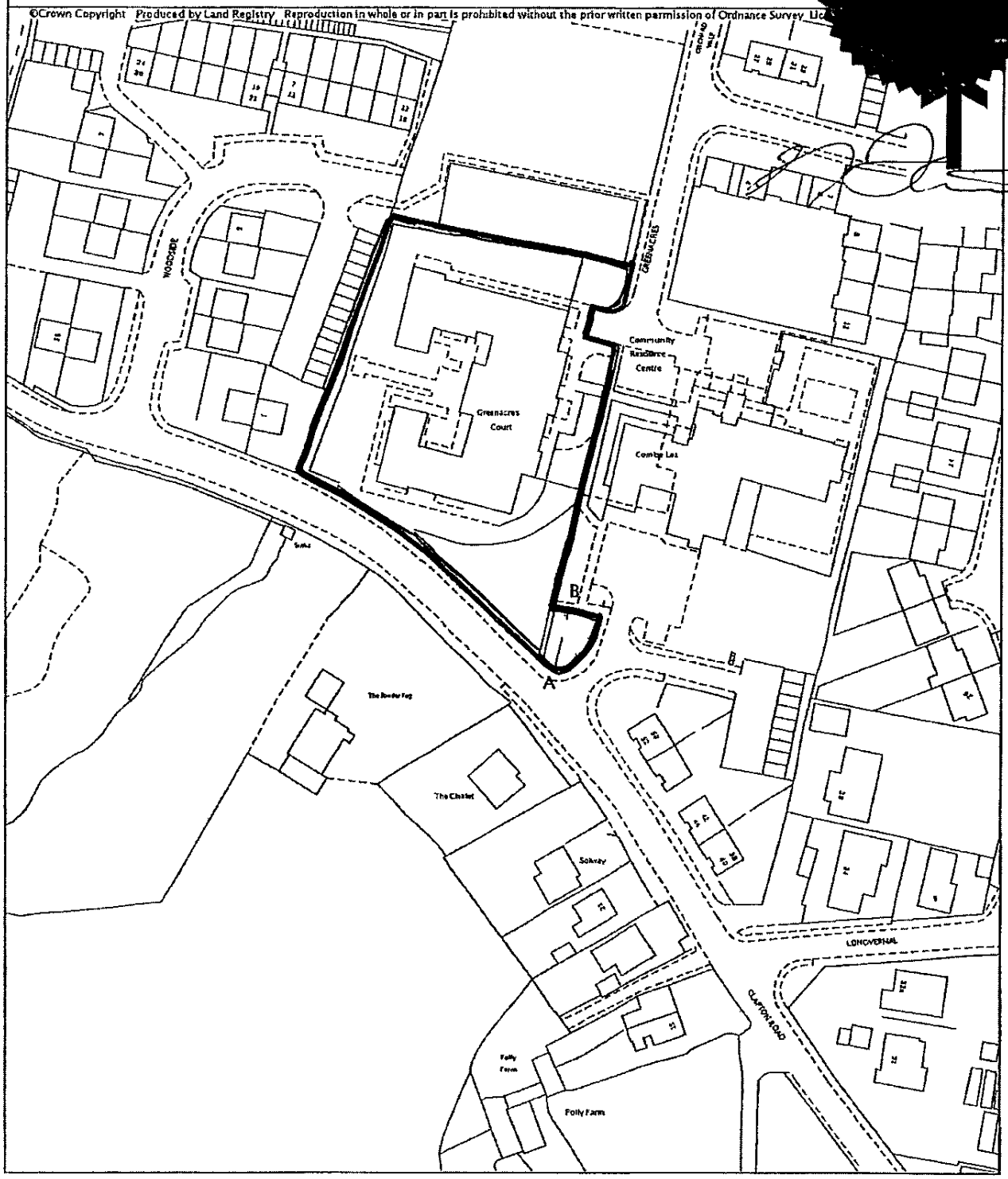
Plan 8

This official copy is incomplete without the preceding notes page

Land Registry Official copy of title plan

Title number **ST269778**
Ordnance Survey map reference **ST6554SW**
Scale **1:1250**
Administrative area **Bath and North East Somerset**

©Crown Copyright Produced by Land Registry Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey Lic



Plan 9

This official copy is incomplete without the preceding notes page