



Registration of a Charge

Company Name: **SOTERO LIMITED**

Company Number: **10351119**



Received for filing in Electronic Format on the: **26/07/2022**

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Details of Charge

Date of creation: **05/07/2022**

Charge code: **1035 1119 0010**

Persons entitled: **CROWD PROPERTY LIMITED**

Brief description: **AS A CONTINUING SECURITY FOR THE PAYMENT AND DISCHARGE OF THE SECURED LIABILITIES, THE MORTGAGOR WITH FULL TITLE GUARANTEE CHARGES TO THE LENDER A FIRST LEGAL MORTGAGE OVER LAND LYING ON THE NORTH-WEST SIDE OF GREENFIELDS, BRONLLYS, BRECON, LD3 OLE AS REGISTERED UNDER TITLES CYM709956 AND CYM809668 AND LAND LYING TO THE NORTH-EAST OF GREENFIELDS, BRONLLYS, BRECON, LD3 0LE, AS REGISTERED UNDER TITLE CYM816538 AND A FIRST FIXED CHARGE. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

DAVID POWELL



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10351119

Charge code: 1035 1119 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th July 2022 and created by SOTERO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th July 2022 .

Given at Companies House, Cardiff on 27th July 2022

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Legal Charge

- (1) Sotero Limited
- (2) Crowd Property Limited

Dated 5 July 2022

TWM SOLICITORS LLP
65 Woodbridge Road
Guildford
GU1 4RD
DJP/344789-0126-8

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This Deed is made on 5 July 2022

Between:

- (1) **Sotero Limited** (company number 10351119) a company registered in England and whose registered office is at 111-112 Bute Street, Cardiff, Wales, CF10 5AD (the "**Chargor**"); and
- (2) **Crowd Property Limited** (company number 08764786) whose registered office is at 54 Hagley Road, Edgbaston, Birmingham, West Midlands, B16 8PE acting as security agent for the Lenders (the "**Security Agent**").

Background:

- (A) This Deed is supplemental to the Loan Agreement (as defined below) pursuant to which the Chargor is bound to pay the Agent an amount, and at a time, determined in accordance with the terms of the Loan Agreement.
- (B) The Chargor is entering into this Deed pursuant to clause 2 (*Loan*) of the Loan Agreement in order to charge the Property (as defined below) in order to secure the moneys and liabilities covenanted to be paid by the Chargor in the Loan Agreement.

It is agreed as follows:

1. Definitions and interpretation

- 1.1 Unless the context otherwise requires, words or expressions defined in the Loan Agreement shall have the same meaning in this Deed. In this Deed:

"Applicable Planning Permission" means the planning permissions dated 26 January 2018, 12 December 2018 and 8 May 2019 issued by Powys County Council under references P/2017/1178, 18/0807/RES and 19/0018/FUL respectively in respect of the Development as the same may be revised, amended or updated from time to time.

"Development" means the residential development of up to 14 dwellings, formation of vehicular access and associated engineering works and the erection of 2 detached dwellings and associated works

"Environment" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:- (i) air (including, but not limited to, air within natural or man-made structures whether above or below ground); (ii) water (including but not limited to, territorial, coastal and inland waters water under or within land and water in drains and sewers); and (iii) land (including, but not limited to, land under water).

"Environmental Law" means any applicable law or regulation which relates to (i) the pollution of the Environment; (ii) the conditions of the workplace; or (iii) the generation, handling, storage, use, release or spillage of any substance which alone or in contribution with any other is capable of causing harm to the Environment including but not limited to any waste.

"Loan Agreement" means the loan agreement dated on or about the date of this Deed and made between the Agent and the Chargor under which the Lenders (as defined in the Loan Agreement) have made available certain facilities to the Chargor.

"LPA"	means the Law of Property Act 1925.
"Permits"	means any authorisation, permit, registration, certificate or licence of any kind which is in force in respect of or in connection with the Property.
"Planning Acts"	means the Town & Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning & Compensation Act 1991, the Planning & Compulsory Purchase Act 2004 and the Planning Act 2008, together with all other statutes now or after the date of this deed governing or controlling the use of development of land and property.
"Property"	means the property described in the Schedule to this Deed and any buildings, fixtures, fittings, plant and machinery from time to time on or forming any part of it (excluding any part of the Property which may be released from the terms of this Deed by the Security Agent pursuant to the provisions of the Loan Agreement).
"Secured Sums"	means the all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Secured Party under the Loan Agreement and this Deed except for any borrowing regulated by the Consumer Credit Act 1974.
"Security"	means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

1.2 **Interpretation**

- (a) Unless the context otherwise requires the interpretative provisions set out in the paragraphs below shall apply in this Deed.
- (b) References to any party to this Deed shall be construed so as to include that party's respective successors in title, permitted assigns and permitted transferees.
- (c) **"Including"** and **"in particular"** shall not be construed restrictively but shall mean respectively "including, without prejudice to the generality of the foregoing" and "in particular, but without prejudice to the generality of the foregoing".
- (d) A **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, joint venture, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing.
- (e) **"Property"** includes any interest (legal or equitable) in real or personal property and any thing in action.
- (f) **"Receiver"** means any receiver appointed under Clause 11 (*Appointment of a Receiver*) and (where the context permits) includes any substituted receiver or receivers.

- (g) **"variation"** includes any variation, amendment, accession, novation, restatement, modification, assignment, transfer, supplement, extension, deletion or replacement however effected and "vary" and "varied" shall be construed accordingly.
- (h) **"writing"** includes facsimile transmission legibly received except in relation to any certificate, notice or other document which is expressly required by this Deed to be signed and "written" has a corresponding meaning.
- (i) References to this Deed to any other document include references to this Deed or such other document as varied in any manner from time to time, even if changes are made to the composition of the parties to this Deed or such other document.
- (j) The singular shall include the plural and vice versa and any gender shall include the other genders.
- (k) Clauses, paragraphs and Schedules shall be construed as references to clauses and paragraphs of, and schedules to, this Deed.
- (l) Any reference to any statute or statutory instrument or any section of it shall be deemed to include a reference to any statutory modification or re-enactment of it for the time being in force in relation to the particular circumstances.
- (m) Headings in this Deed are inserted for convenience and shall not affect its interpretation.
- (n) In the event of any inconsistency between the provisions of this Deed and the provisions of the Loan Agreement, the provisions of the Loan Agreement shall prevail.
- (o) if there are two or more parties comprised in the expression the **"Chargor"** then:
 - (i) any reference to the "Chargor" shall where the context permits include all or any one or more of such parties;
 - (ii) all covenants and agreements herein contained or implied on the part of the Chargor shall be deemed to be joint and several covenants on the part of such parties;
 - (iii) if for any reason whatsoever this Deed shall not be, or shall cease to be, binding on and effective against one or more of such parties, then this Deed shall take effect as a charge over or assignment of the beneficial interest of the other such party or parties in the Property and over such other estate, right, title or interest in the Property as such other party or parties may have;
 - (iv) any demand made under this Deed shall be deemed to have been duly made if made on any one or more of such parties; and
 - (v) if any one or more of such parties is not bound by the provisions of this Deed (whether by reason of its or their lack of capacity or improper execution of this Deed or for any other reason whatsoever) the remaining party or parties shall be and remain bound by the provisions of this Deed as if such other party or parties had never been party hereto.

1.3 ***Law of Property (Miscellaneous Provisions) Act 1989***

To the extent necessary for any agreement for the disposition of the Charged Property in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Deed are incorporated into this Deed.

1.4 Implied covenants for title

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

1.5 Trusts

The perpetuity period for any trusts created by this Deed is 125 years.

1.6 Effect as a Deed

This Deed is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

2. Covenant to pay

2.1 Covenant to pay

The Chargor hereby covenants that it will, on the Security Agent's written demand, pay or discharge to the Security Agent (as security agent for the Secured Parties) the Secured Sums in the manner and at the times provided in the Loan Agreement.

2.2 Proviso

The covenants contained in this Clause 2 and the Security created by this Deed shall not extend to or include any liability or sum which would otherwise cause any such covenant or security to be unlawful or prohibited by any applicable law.

2.3 Demands

- (a) The making of one demand shall not preclude the Security Agent from making any further demands.
- (b) Any third party dealing with the Security Agent or any Receiver shall not be concerned to see or enquire as to the validity of any demand under this Deed.

3. Charging Clause

3.1 The Chargor, with full title guarantee, as security for the payment or discharge of all Secured Sums charges to the Security Agent (as security agent for the Secured Parties):

- (a) by way of first legal mortgage, the Property; and
- (b) by way of first fixed charge, all Property not effectively mortgaged under Clause 3.1(a) above and all rents receivable from any lease granted of the Property, and the proceeds of any insurance affecting the Property.

3.2 This Deed is created in favour of the Security Agent as agent for the Secured Parties, and the Security Agent holds the benefit of this Deed as Agent for the Secured Parties.

4. Application to the Land Registry

In relation to each register of title of the Property, the Chargor consents to the Security Agent (or its solicitors) at any time submitting to the Land Registry any and all of the following, at any time a form RX1 (application to register a restriction) in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge

dated [date] in favour of the Security Agent referred to in the charges register or their conveyancer".

5. Property undertakings

5.1 Title

- (a) The Chargor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Property.
- (b) The Chargor may not agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Property.
- (c) The Chargor must promptly take all such steps as may be necessary or desirable to enable the security created by the Security Documents to be registered, where appropriate, at the applicable Land Registry.

5.2 Maintenance

The Chargor must, unless otherwise agreed by the Agent in writing, ensure that all buildings, plant, machinery, fixtures and fittings on the Property are maintained in good and substantial repair and condition and, as appropriate, in good working order.

5.3 Development

- (a) The Chargor shall not without the prior consent in writing of the Agent:
 - (i) make or allow to be made any application for planning permission in respect of any part of the Property; or
 - (ii) carry out, or allow to be carried out, any demolition, construction, structural alterations or additions, development or other similar operations in respect of any part of the Property.
- (b) The Chargor must comply in all respects with all planning laws, permissions, agreements and conditions to which the Property may be subject.
- (c) Where the Property at any time is or includes premises in respect of which a Permit is in force, whether under the Licensing Act 2003 or any other legislation, the Chargor shall take all necessary steps to ensure the renewal or continuation of any Permit and not do or allow to happen anything which might adversely affect any such Permit.
- (d) The Chargor shall carry out and complete the Development within 15 months from the date of the Loan Agreement in a good and workmanlike manner in accordance with the Planning Acts and all other applicable laws and regulations relating to the works to be carried out as part of the Development.
- (e) The Chargor shall provide on request any information and/or documentation which is from time to time requested by the Security Agent in connection with the Development.
- (f) The Chargor shall allow the Security Agent and/or its advisers to enter upon the Property upon reasonable prior notice (except in case of emergency) in order to inspect and survey the Development.
- (g) The Chargor shall properly discharge all duties or care and responsibilities placed upon the Chargor by Environmental Law and observe and perform all the requirements of Environmental Law both in the conduct of its general business and in the management possession or occupation of the Property and shall apply for and obtain all

authorisations, licences and consents necessary to ensure that it does not breach Environmental Law.

- (h) To the extent that this has not occurred prior to the date of this deed, the Chargor shall satisfy any conditions to the Applicable Planning Permission which should be satisfied prior to the commencement of any development on the Property (pursuant to such Applicable Planning Permission) and to satisfy as soon as practicable any conditions to the Applicable Planning Permission which need to be satisfied prior to any occupation of the Development once completed and otherwise to carry out the Development in accordance with any other conditions to the Applicable Planning Permission and to provide evidence on request of compliance or ongoing compliance with this clause.

5.4 Insurance

The Chargor shall insure the Property and at all times comply with its undertakings in respect of insurance over the Property in each case in accordance with undertakings set out in the Loan Agreement.

6. Negative pledge

The Chargor shall not, without the prior written consent of the Security Agent, create, or agree or attempt to create, or permit to subsist, any Security or any trust over the Property.

7. Further assurance

The Chargor shall, promptly on the Security Agent's written demand, and at the cost of the Chargor, do all such acts and execute all such documents as the Security Agent may reasonably specify and in such form as the Security Agent may reasonably require (provided that the provisions are no more onerous than the provisions of his Deed) in order to perfect this Deed.

8. Continuing Security

- 8.1 This Deed shall be a continuing security for the Secured Sums and shall not be discharged by any intermediate payments or settlement of accounts or other matters but shall be binding until all the Secured Sums have been unconditionally and irrevocably discharged in full.
- 8.2 The Security created by this Deed is to be in addition to and shall neither be merged with nor in any way exclude or prejudice or be affected by any other Security or other right which any Secured Party may now or after the date of this Deed hold for any of the Secured Sums, and this Deed may be enforced against the Chargor without first having recourse to any other rights of any Secured Party.

9. Costs, expenses and liabilities

The Chargor will, within three (3) Business Days of the Security Agent's written demand, pay to the Security Agent, on a full indemnity basis, the amount of all costs and expenses (including legal, valuation, accountancy and consultancy fees and disbursements and out of pocket expenses) and any VAT thereon incurred by the Security Agent in connection with the exercise, enforcement and/or preservation of any of its rights under this Deed (or any of the documents contemplated by this Deed) or any proceedings instituted by or against the Security Agent, in any jurisdiction.

10. Enforcement

- 10.1 At any time when an Event of Default is continuing, the Security created pursuant to this Deed shall be immediately enforceable and the Security Agent may in its absolute discretion and without notice to the Chargor or the prior authorisation of any court:

- (a) enforce all or any part of the Security created by this Deed and take possession of or dispose of all or any of the Property in each case at such times and upon such terms as it sees fit; and
- (b) whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:
 - (i) conferred from time to time on mortgagees by the LPA (as varied or extended by this Deed) or by law; and
 - (ii) granted to a Receiver by this Deed or from time to time by law.

11. Appointment of a Receiver

11.1 Appointment

- (a) At any time when an Event of Default is continuing, or at the request of a Chargor or its directors, the Security Agent may, without prior notice to the Chargor, in writing (under seal, by deed or otherwise under hand) appoint:
 - (i) a Receiver in respect of the Property or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his place; or
 - (ii) one or more persons to be an administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- (b) Nothing in Clause 11.1(a) above shall restrict the exercise by the Security Agent of any one or more of the rights of the Security Agent under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.
- (c) Section 109(1) of the LPA shall not apply to this Deed.

11.2 Power to act separately

Where more than one Receiver is appointed, the appointees shall have power to act separately unless the Security Agent shall specify to the contrary.

11.3 Receiver's remuneration

The Security Agent may from time to time determine the remuneration of a Receiver.

11.4 Removal of Receiver

The Security Agent may (subject to section 45 of the Insolvency Act 1986) remove a Receiver from the Property, of which he is the Receiver.

11.5 Further appointments of a Receiver

Such an appointment of a Receiver shall not preclude:

- (a) the Security Agent from making any subsequent appointment of a Receiver over the Property over which a Receiver has not previously been appointed or has ceased to act; or
- (b) the appointment of an additional Receiver to act while the first Receiver continues to act.

11.6 Receiver's agency

The Receiver shall be the agent of the relevant Chargor (which shall be solely liable for his acts, defaults and remuneration) unless and until such Chargor goes into liquidation, after which time he shall act as principal and shall not become the agent of the Security Agent. The Security Agent shall not be responsible for any misconduct, negligence, or default of a Receiver.

11.7 Powers of a Receiver

The Receiver may exercise all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the concurrence of others:

- (a) to take possession of, collect and get in all or any part of the Property and for that purpose to take any proceedings as he shall think fit;
- (b) sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of the Property without the need to observe any of the provisions of Sections 99 and 100 of the LPA, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, shares or securities of another company or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in the name of and on behalf of such Chargor;
- (c) sever any plant, machinery and fixtures from the Property to which they are attached and/or sell them separately;
- (d) make any arrangement or compromise which the Security Agent or he shall think fit;
- (e) to repair, insure, protect, improve, develop, enlarge, reconstruct or replace the Property and commence and/or complete any building operations or works of construction or furnishing on the Property and to apply for and obtain 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;
- (f) appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;
- (g) to acquire any further property, assets or rights, whether by purchase, lease or otherwise and to charge any such further property, assets or rights;
- (h) to raise or borrow money for any purpose specified in this Clause 11.7 and so that the Receiver may charge all or any of the Property with the repayment of such money and interest on it in priority to this security;
- (i) to provide such facilities and services for tenants and generally to manage the Property in such manner as he shall think fit;
- (j) to sign any stock transfer form or other assignment or transfer of any share or right of membership in any management company in which the Chargor has a share or right of membership;
- (k) to make any arrangement or compromise which the Security Agent or he shall think fit;
- (l) to exercise all the powers conferred on the Chargor by any statute, deed or contract in respect of all or any part of the Property;
- (m) to sever and sell any plant, machinery and fixtures separately from the property to which they are attached;

- (n) to bring or defend any proceedings in the name of the Chargor in relation to any of the Property;
- (o) to exercise all voting and other rights attaching to stocks, shares and other securities owned by the Chargor and charged by this Deed;
- (p) if the Property is leasehold to vary the terms of or surrender any lease and/or take a new lease of the Property or any part of it on such terms as he shall think fit and so that any new lease shall become charged to the Security Agent on the terms of this Deed so far as it is applicable and to execute a formal legal charge over any such lease in favour of the Security Agent in such form as it may require;
- (q) redeem any prior encumbrance and settle and pass the accounts of the encumbrancer and any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the relevant Chargor and the money so paid shall be deemed an expense properly incurred by the Receiver;
- (r) pay the proper administrative charges of the Security Agent in respect of time spent by its agents and employees in dealing with matters raised by the Receiver or relating to the receivership of the relevant Chargor;
- (s) do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the Property.

12. **Application of monies**

12.1 ***Order of application***

All amounts from time to time received or recovered by the Security Agent pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of the Security created by this Deed (for the purposes of this Clause 12, the "**Recoveries**") shall be held by the Security Agent on trust to apply the same at any time to reduce any Secured Sums as the Secured Parties (in their discretion) see fit.

12.2 ***Prospective liabilities***

When an Event of Default is continuing, the Security Agent may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) for later application under Clause 12.1 (*Order of application*).

12.3 ***Investment of proceeds***

Prior to the application of the proceeds of the Recoveries in accordance with Clause 12.1 (*Order of application*) the Security Agent may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those monies in the Security Agent's discretion in accordance with the provisions of Clause 12.1 (*Order of application*).

13. **Power of attorney**

The Chargor by way of security irrevocably appoints the Security Agent and any Receiver and each of them severally to be the attorney of the Chargor (with full powers of substitution and delegation) for the Chargor in its name and on its behalf and as its act and deed to sign, seal, execute, deliver and perfect all deeds, instruments, notices and documents and to perform all acts and things which the Chargor ought to do (but has failed to do so within five Business Days

of demand) under the covenants and provisions contained in this Deed and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by this Security or by the LPA on the Security Agent or any Receiver for carrying into effect any sale or lease, charge, mortgage or dealing by the Security Agent or by any Receiver or for giving to the Security Agent or any Receiver the full benefit of this Security and generally to use the name of the Chargor in the exercise of all or any of the powers, authorities or discretions conferred on the Security Agent or any Receiver. The Chargor hereby covenants with the Security Agent to ratify and confirm whatever any such attorney shall do or purport to do by virtue of this Clause 13 and any money expended by any such attorney shall be deemed to be an expense recoverable from the Chargor under this Deed.

14. Release of Security

14.1 Redemption

Subject to Clause 8 (*Continuing Security*), if all Secured Sums have been unconditionally and irrevocably paid in full, the Security Agent will (promptly and at the request and cost of the Chargor), execute and do all such reasonable acts as may be necessary to release the Property from the Security constituted by this Deed and to remove this Deed and any corresponding restrictions on title from the title to the Property. Such release shall not prejudice the rights of the Security Agent under Clause 9 (*Costs, expenses and liabilities*).

14.2 Avoidance of payments

If the Security Agent considers in good faith that any amount received in payment or purported payment of the Secured Sums is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation or other similar laws, the liability of the Security Agent under this Deed and the Security constituted by this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

15. Third party rights

15.1 Exclusion of Contracts (Rights of Third Parties) Act 1999

No person other than a party to this Deed shall have any rights by virtue of the Contracts (Rights of Third Parties) Act 1999 or any other provision of English law under which rights might accrue to persons other than a party to enforce any term (express or implied) of this Deed.

15.2 Rights to vary

The parties to this Deed may by agreement vary any term of this Deed (including this Clause 15) without the necessity of obtaining any consent from any other person.

16. Forbearance, severability, variations and consents

16.1 Delay etc

All rights, powers and privileges under this Deed shall continue in full force and effect, regardless of the Security Agent exercising, delaying in exercising or omitting to exercise any of them.

16.2 Severability

No provision of this Deed shall be avoided or invalidated by reason only of one or more other provisions being invalid or unenforceable.

16.3 Illegality, invalidity, unenforceability

Any provision of this Deed which is or becomes illegal, invalid or unenforceable shall be ineffective only to the extent of such illegality, invalidity and unenforceability, without invalidating the remaining provisions of this Deed.

16.4 Variations

No variation of this Deed shall be valid and constitute part of this Deed, unless such variation shall have been made in writing and signed by the Security Agent and the Chargor.

16.5 Consents

Any consent of the Security Agent may be given absolutely or on any terms and subject to any conditions as the Security Agent may determine in its entire discretion.

16.6 Assignment

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed. The Security Agent may assign and transfer all or any part of its rights and obligations under this Deed.

17. Counterparts

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

18. Governing law

This Deed and all non-contractual obligations arising in any way whatsoever out of or in connection with this Deed shall be governed by, construed and take effect in accordance with English law.

19. Enforcement

19.1 The courts of England shall have exclusive jurisdiction to settle any claim dispute or matter of difference which may arise in any way whatsoever out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any claim for set-off or the legal relationships established by this Deed (a "**Dispute**")), only where such Dispute is the subject of proceedings commenced by the Chargor.

19.2 Where a Dispute is the subject of proceedings commenced by the Security Agent and/or any other Secured Party, the Security Agent and each other Secured Party are entitled to bring such proceedings in any court or courts of competent jurisdiction (including but not limited to the courts of England). If the Chargor raises a counter-claim in the context of proceedings commenced by the Security Agent and/or any other Secured Party, the Chargor shall bring such counter-claim before the court seized of the Security Agent's claim and no other court.

19.3 The commencement of legal proceedings in one or more jurisdictions shall not, to the extent allowed by law, preclude the Security Agent and/or any other Secured Party from commencing legal actions or proceedings in any other jurisdiction, whether concurrently or not.

19.4 To the extent allowed by law, the Chargor irrevocably waives any objection it may now or hereafter have on any grounds whatsoever to the laying of venue of any legal proceeding, and any claim it may now or hereafter have that any such legal proceeding has been brought in an inappropriate or inconvenient forum.

THIS DEED has been executed by the Chargor as a deed and signed by the Security Agent and it shall take effect on the date stated at the beginning of this document.

**Schedule
The Property**


Description of Property	Title Number
Land on the north-west side of Greenfields, Bronllys, Brecon, LD3 0LE	CYM709956
Land on the north-west side of Greenfields, Bronllys, Brecon, LD3 0LE	CYM809668
Land lying to the north-east of Greenfields, Bronllys, Brecon, LD3 0LE	CYM816538

Signatures

The Chargor

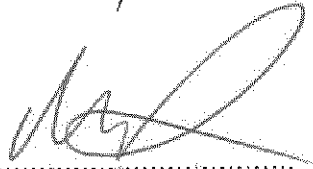
Executed as a deed by
Sotero Limited
acting by a director

)
)
)



In the presence of:

Witness Signature



Witness Name (PRINT)

MARGW PURJAN

Witness Address

BERRY SMITH LLP
Haywood House
Dumfries Place
Cardiff CF10 3GA

The Security Agent

Executed as a deed by
Crowd Property Limited
acting by a director

)
)
)

Adam Hale

In the presence of:

Witness Signature *M. Harrison*.....

Witness Name (PRINT) *Mared Harrison*.....

Witness Address *Bryn tw, Church St,*
Rhosllanerchrugog,
Wrexham, LL14 2BP