417405/13

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

MR01

Particulars of a charge

Laserform

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 MR0

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

This form **must be delivered to the Registrar for registration with 21 days** beginning with the day after the date of creation of the charg 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 Tl scanned and placed on the public record **Do not send the original**

SATURDAY

A4AY4NVE
A21 04/07/2015 #460
COMPANIES HOUSE

1 Company details

For official use 5

Company number 0 0 8 8 7 4 1 3

Company name in full ✓ Lavant House School Educational Trust 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 0 d 1 m 0 m 7 y 2 y 0 y 1 y 5

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 ✓ CAF Bank 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

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

Legal Mortgage over freehold interest in Land and Buildings being Lavant House and Adjoining Land, West Lavant, Chichester, West Sussex

5 Other charge or fixed security

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

[x] **Yes**

☐ **No**

6 Floating charge

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

☐ **Yes** Continue

[x] **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 company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box

[x] **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 X

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

MR01
Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form The contact information you give will be visible to searchers of the public record

Contact name Lee Edwards

Company name Thomas Eggar LLP

Address Brunel House

21 Brunswick Place

Post town Southampton

County/Region Hampshire

Postcode S O 1 5 2 A Q

Country England

DX 2003 Southampton

Telephone 023 8083 1235

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 887413

Charge code: 0088 7413 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2015 and created by LAVANT HOUSE SCHOOL EDUCATIONAL TRUST LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th July 2015.

Dx

Given at Companies House, Cardiff on 14th July 2015

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

CAF BANK

Legal mortgage over land and/or fixed charge over tangible assets

WE HEREBY CERTIFY THIS
TO BE A TRUE COPY OF
THE ORIGINAL DOCUMENT

Thomas Eggar LLP

THOMAS EGGAR LLP

THIS LEGAL MORTGAGE AND CHARGE is dated 1 July 2015

BETWEEN

(1) Lavant House School Educational Trust Limited, incorporated and registered in England and Wales with company number 887413 registered charity number 307372 whose registered office is at Lavant House School, West Lavant, Chichester, West Sussex PO18 9AB ("the **Chargor**"), and

(2) CAF Bank Limited, incorporated and registered in England and Wales with company number 01837656 whose registered office is at 25 Kings Hill Avenue, Kings Hill, West Malling, Kent ME19 4JQ ("the Lender")

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Loan Agreement shall, unless otherwise defined in this Legal Mortgage and Charge, have the same meaning when used in this Legal Mortgage and Charge

"**Loan Agreement**" means the £1,100,000 00 loan agreement between the Chargor and the Lender dated on or around the date of this Legal Mortgage and Charge

1 2 Interpretation

In this Legal Mortgage and Charge, unless otherwise specified

(A) all headings and titles are inserted for convenience only and are to be ignored in the interpretation of this Legal Mortgage and Charge, and

(B) the schedules form part of this Legal Mortgage and Charge and shall have the same force and effect as if expressly set out in this Legal Mortgage and Charge, and any reference to this Legal Mortgage and Charge shall include the schedules

2. PRESCRIBED STATEMENTS

2.1 Status of land

2 1 1 The land charged under this Legal Mortgage and Charge is held by the Chargor a non exempt charity and this charge is not one falling within section 124(9) of the Charities Act 2011, so the restrictions imposed by section 124 of that Act apply

2 1 2 The directors of the Chargor being the persons who have the general control and management of its administration certify that they have power under the Memorandum and Articles of the Chargor to affect this Legal Mortgage and Charge and that they have obtained and considered such advice as is mentioned in section 124 (2) of the Charities Act 2011

3. ADDITIONAL UNDERTAKINGS

The Chargor undertakes to maintain its status as a charity registered on the Central Register of Charities maintained by the Charity Commission for England and Wales

4. EXECUTION AS A DEED

Each of the parties intends this Legal Mortgage and Charge to be a deed and confirms that it is executed and delivered as a deed, notwithstanding the fact that any one or more of the parties may only execute it under hand

5. THIRD PARTY RIGHTS

5 1 Save as otherwise provided in this Legal Mortgage and Charge, a person who is not a party to this Legal Mortgage and Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Legal Mortgage and Charge

5 2 Notwithstanding any term of this Legal Mortgage and Charge, the consent of any person who is not a party is not required to rescind or vary this Legal Mortgage and Charge at any time

6 COUNTERPARTS

This Legal Mortgage and Charge may be executed in any number of counterparts, and by the parties to this Legal Mortgage and Charge on separate counterparts, but will not be effective until each such party has executed at least one counterpart Each counterpart shall constitute an original of this Deed but all the counterparts will together constitute one and the same instrument

7. GOVERNING LAW

This Legal Mortgage and Charge is governed by and is to be construed in accordance with English law Any matter, claim or dispute arising out of or in connection with this Legal Mortgage and Charge, whether contractual or non-contractual, is to be governed by and determined in accordance with English law

8. JURISDICTION

8 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Legal Mortgage and Charge (including a dispute regarding the existence, validity or termination of this Legal Mortgage and Charge) (a "Dispute")

8 2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary

IN WITNESS of which this document has been executed as a deed and is delivered on the date stated at the beginning of this Legal Mortgage and Charge

Schedule 1

Mortgaged Property

County and District/London Borough	Description of Property
West Sussex Chichester	The Freehold land and buildings being Lavant House, and adjoining land, West Lavant, Chichester, West Sussex PO18 9AH as registered at the Land Registry with Title Numbers WSX321640, WSX320757 and such part of WSX248170 as is shown shaded green on the attached plan

Land Registry
Official copy of
title plan

Title number **WSX248170**
Ordnance Survey map reference **SU8508SW**
Scale **1:1250 enlarged from 1:2500**
Administrative area **West Sussex · Chichester**

This official copy is incomplete without the preceding notes page

Schedule 3

Terms and conditions

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Loan Agreement shall, unless otherwise defined in these Conditions, have the same meaning when used in this Legal Mortgage and Charge and in addition

"**Additional Permitted Security**" means any mortgage, charge, pledge, lien, encumbrance or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect specified as "Additional Permitted Security" in the Key Commercial Terms Letter (as defined in the Loan Agreement)

"**Additional Undertakings**" means any undertakings specified in Clause 3 (*Additional undertakings*)

"**Business Day**" means a day (other than a Saturday or a Sunday) on which banks are open for general business in London

"**Chargor**" means the party defined as the "Chargor" in the Legal Mortgage and Charge

"**Conditions**" means the Terms and Conditions in this Schedule 3 (*Terms and conditions*)

"**Costs and Expenses**" means costs, charges, losses, liabilities, expenses and other sums (including legal, accountants' and other professional fees) and any Taxes thereon

"**Default**" means any event or circumstance specified in Condition 12 of the Loan Agreement which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default

"**Delegate**' means a delegate or sub-delegate appointed pursuant to Condition 16 2 (*Delegation*)

"**Dissolution**" includes, in relation to any person, any corporate action, legal proceedings or other procedure or step taken in relation to

(A) the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise),

(B) any composition, compromise, assignment or arrangement with any of its creditors,

(C) the appointment of any liquidator, receiver, administrative receiver, compulsory manager or other similar officer in respect of it or any of its assets, or

(D) the enforcement of any security interest over any of its assets,

or any analogous procedure or step taken in any jurisdiction

"**Event of Default**" means any event or circumstance specified as such in the Loan Agreement

"**Finance Documents**" means

(A) the Loan Agreement,

(B) the Security Documents, and

(C) such other which may be designated as "Finance Documents" by the parties to the Loan Agreement from time to time

"**Lender**" means CAF Bank Limited, registered in England and Wales with company number 01837656

"**Loan Agreement**" means the loan agreement specified in Clause 1 1 (*Definitions*)

"**Group**" means the Chargor and its Subsidiaries for the time being

"**LPA 1925**" means the Law of Property Act 1925

"**Mortgaged Property**" means the Real Property described in Schedule 1 (*Mortgaged Property*)

"**Permitted Disposals**" has the meaning given to that term in the Loan Agreement

"**Permitted Security**" means

(A) the Transaction Security,

(B) any netting or set-off arrangement entered into by the Lender in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances,

(C) any lien arising by operation of law and in the ordinary course of trading,

(D) any security arising under any retention of title, hire purchase or condition of sale arrangement or arrangements having a similar effect in respect of goods supplied to the Chargor in the ordinary course of business,

(E) security arising over bank accounts held with or documents of title deposited with the Lender under its general conditions of business,

(F) any security to which the Lender has given its prior written consent, and

(G) Additional Permitted Security

"**Real Property**" means freehold, leasehold or other immoveable property together with any buildings and fixtures (including construction work in progress), fittings and fixed plant, machinery and equipment situated on or forming part of any such property and including all Related Rights

"**Receiver**" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets

"**Related Rights**" means, in relation to any asset

(A) the proceeds of sale or other disposal of any part of that asset,

(B) all rights under any licence, agreement for sale or agreement for lease in respect of that asset,

(C) all other assets and rights at any time receivable or distributable in respect of, or in exchange for, that asset,

(D) the benefit of all rights in respect of or appurtenant to that asset (including, the benefit of all claims, distributions, covenants for title, warranties, guarantees, indemnities and security interests), and

(E) any moneys and proceeds paid or payable in respect of that asset

"**Secured Obligations**" means all present and future obligations and liabilities of the Chargor (whether actual or contingent and whether owed jointly or severally or in any other capacity whatever) which are, or are expressed to be, or may become, due, owing or payable to the Lender under or in connection with any of the Finance Documents or this Legal Mortgage and Charge (as such documents may be varied, amended, waived, released, novated, supplemented, extended, restated or replaced from time to time, in each case, however fundamentally), together with all costs, charges and expenses incurred by the Lender which are, or are expressed to be, or may become due owing or payable by the Chargor under or in connection with any Finance Document or this Legal Mortgage and Charge

"**Security**" means the security interests constituted or expressed to be constituted in favour of the Lender by or pursuant to this Legal Mortgage and Charge

"**Security Assets**" means all the assets which from time to time are the subject of the Security

"**Security Documents**" means

(A) this Legal Mortgage and Charge, any other documents creating or evidencing the Transaction Security, and

(B) such other documents as may be designated as "Security Documents" by the parties to the Loan Agreement from time to time

"**Security Rights**" means all rights of the Lender or any Receiver or Delegate provided by or pursuant to this Legal Mortgage and Charge or by law in respect of the subject matter of this Legal Mortgage and Charge

"**Subsidiary**" means a subsidiary within the meaning of section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in subsections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name-of-(i)-another person (or its nominee), whether by way of security or in connection with the taking of security, or (ii) its nominee

"**Tangible Moveable Property**" means the chattels (excluding any for the time being forming part of the Chargor's stock in trade) referred to in Schedule 2 (*Tangible Moveable Property*) and including all Related Rights

"**Tax**" includes any present or future tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest in connection with any failure to pay or delay in paying any of the same)

"**Transaction Security**" means the security created under the Security Documents

1 2 Construction of Particular Term

Unless a contrary indication appears, any references in the Legal Mortgage and Charge to

(A) "**assets**" includes properties, revenues and rights of every kind, present, future and contingent and whether tangible or intangible,

(B) "**authorisation**" or "**consent**" shall be construed as including any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

(C) a "**company**" includes any company, corporation or other body corporate, wherever and however incorporated or established

(D) "**this Legal Mortgage and Charge**" is a reference to this Legal Mortgage and Charge or other agreement or instrument as it may have been amended, supplemented, replaced or novated from time to time and includes a reference to any document which amends, supplements, replaces, novates or is entered into, made or given pursuant to or in accordance with any of the terms of this Legal Mortgage and Charge or, as the case may be, the relevant deed, agreement or instrument,

(E) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent,

(F) "**law**" includes any present or future common or customary law, principles of equity and any constitution, decree, judgment, decision, legislation, statute, order, ordinance, regulation, bye-law or other legislative measure in any jurisdiction or any present or future official directive, regulation, guideline, request, rule, code of practice, treaty or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of a person to whom the directive, regulation, guideline, request, rule, code of practice, treaty or requirement is intended to apply) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,

(G) a "**person**" includes any person, firm, company, government, state or agency of a state, any local or municipal authority, trust or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing,

(H) "**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 or an administrative receiver of any such company,

(I) "**rights**" includes all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties, easements, quasi easements and appurtenances (in each case, of every kind, present, future and contingent), and

(J) "**security**" includes any mortgage, charge, pledge, lien, security assignment, hypothecation or trust arrangement for the purpose of providing security and any other encumbrance or security interest of any kind having the effect of securing any obligation of any person (including the deposit of moneys or property with a person with the intention of affording such person a right of lien, set-off, combination or counter-claim) and any other agreement or any other type of arrangement having a similar effect (including any "flawed-asset" or "hold back" arrangement) and "**security interest**" shall be construed accordingly

1 3 Interpretation of this Legal Mortgage and Charge

(A) Unless a contrary indication appears, a reference to any party or person shall be construed as including its and any subsequent successors in title, permitted transferees and permitted assigns, in each case in accordance with their respective interests

(B) Unless a contrary indication appears, a reference to a time of day shall be construed as referring to London time

(C) The terms "include", "includes" and "including" shall be construed without limitation

(D) References in this Legal Mortgage and Charge to any Clause, Condition or Schedule shall be to a clause, condition or schedule contained in this Legal Mortgage and Charge unless otherwise stated

(E) Clause, Condition and Schedule headings are for ease of reference only and shall be ignored in construing this Legal Mortgage and Charge

(F) Unless a contrary indication appears, references to any provision of any law are to be construed as referring to that provision as it may have been, or may from time to time be, amended or re enacted, and as referring to all bye laws, instruments, orders, decrees, ordinances and regulations for the time being made under or deriving validity from that provision

(G) The terms of the other Finance Documents are incorporated in this Legal Mortgage and Charge to the extent required for any contract for the disposition of an interest in land (as defined in section 2(6) of the Law of Property (Miscellaneous Provisions) Act 1989) contained in this Legal Mortgage and Charge to be a valid agreement in accordance with section 2(1) of that Act

(H) A Default (including an Event of Default) is "**continuing**" if it has not been remedied or waived

1 4 Third Party Rights

(A) Save as otherwise provided in this Legal Mortgage and Charge, a person who is not a party to this Legal Mortgage and Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Legal Mortgage and Charge

(B) Notwithstanding any term of this Legal Mortgage and Charge, the consent of any person who is not a party is not required to rescind or vary this Legal Mortgage and Charge at any time

2. PAYMENT OF SECURED OBLIGATIONS

2 1 Covenant to Pay

The Chargor shall pay and discharge the Secured Obligations in accordance with the Finance Documents or, if not arising under the Finance Documents, when due, or in the absence of any such express terms, on demand

2 2 Interest on Demands

If the Chargor fails to pay any sum payable by it pursuant to this Legal Mortgage and Charge on its due date, interest shall accrue on the overdue amount from the due date until the date of actual payment (both before and after judgment) calculated on a daily basis at the rate determined in accordance with Condition 19 of the Loan Agreement

3 GRANT OF SECURITY

As continuing security for the full and punctual payment, performance and discharge of the Secured Obligations with full title guarantee and free of any security interest, the Chargor charges all its right, title and interest from time to time in and to each of the following assets in favour of the Lender

(A) the Mortgaged Property, by way of first legal mortgage,

(B) the Tangible Moveable Property (which is not mortgaged or charged by paragraph (A)) by way of first fixed charge, and

(C) any present or future insurances in respect of any Security Assets and the proceeds of such insurances

4 PERFECTION OF SECURITY

4 1 Perfection

(A) Immediately upon execution of this Legal Mortgage and Charge, the Chargor shall deposit with the Lender, as security for the Secured Obligations, all deeds and documents evidencing its title and interest in the Mortgaged Property

(B) The Chargor consents to an application being made to H M Land Registry for each of the following to be entered on the register of the title to the Mortgaged Property registered under the Land Registration Act 2002

(i) a notice in the following terms

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [•] in favour of [•] referred to in the charges register", and

(ii) a notice of the Lender's obligation under the Loan Agreement to make further advances to the Chargor (which obligation shall be deemed to be incorporated into this Legal Mortgage and Charge as if set out in this Legal Mortgage and Charge

(C) The Chargor, if so required by the Lender, shall notify the landlord of any leasehold property forming part of the Security Assets, and obtain as soon as possible, written confirmation (in a form satisfactory to the Lender), from each landlord that it consents to the security created or evidenced by this Legal Mortgage and Charge

4 2 Cautions against first registration and notices

Whether or not title to the Mortgaged Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor's title to the Mortgaged Property, the Chargor shall immediately provide the Lender with full particulars of the circumstances relating to such caution or notice If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Legal Mortgage and Charge, the Chargor shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled

5 REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Lender as follows

5 1 Ownership of mortgaged property

The Chargor is the legal and beneficial owner of the Mortgaged Property and has good and marketable title to the Mortgaged Property

5 2 No security

The Mortgaged Property is free from security other than Permitted Security and the security created by this Legal Mortgage and Charge

5 3 Adverse claims

The Chargor has not received or acknowledged notice of any materially adverse claim by any person in respect of the Mortgaged Property or any interest in it

5 4 Adverse covenants

There are no covenants, agreements, reservations, conditions, interests or rights which materially adversely affect the Mortgaged Property

5.5 No breach of laws

There is no breach of Law which materially adversely affects the Mortgaged Property

5 6 No overriding interests

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

5 7 Avoidance of security

No security expressed to be created under this legal mortgage is liable to avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise

5 8 No prohibitions or breaches

There is no prohibition on the Chargor assigning its rights in any Mortgaged Property and the entry into this Legal Mortgage and Charge by the Chargor does not and will not constitute a breach of any policy, agreement, document or on the Chargor or its assets

5 9 Prescribed statement

Any statements set out in clause 2 (*Prescribed statement*)

6 GENERAL UNDERTAKINGS

6 1 Negative Pledge

The Chargor shall not create or permit to subsist any security interest over all or any part of the Security Assets other than Permitted Security

6 2 No Disposal

The Chargor shall not enter into a single transaction or series of transactions (whether related or not) and whether voluntary or involuntary to sell, transfer, assign, lease, licence or otherwise dispose of any interest in a Security Asset other than Permitted Disposals

6.3 Preservation of Security Assets

(A) The Chargor shall not take or permit any action which is reasonably likely to adversely affect the value or otherwise depreciate, impair or prejudice any Security Asset or the Security Rights or result in a Default

(B) The Chargor shall keep or cause to be kept all of the Security Assets in good and substantial repair and condition

(C) The Chargor shall punctually pay, as they become due all debts and liabilities which by law would have priority over all or any part of the Secured Obligations

(D) The Chargor shall not fix or permit the affixing of any of the Security Assets to any real property which is not itself a Security Asset

6 4 Compliance with laws

The Chargor shall comply in all respects with all laws to which it is subject where failure to do so would have a material adverse effect on its ability to meet its obligations under the Finance Documents or this Legal Mortgage and Charge

6 5 Notice of breaches

The Chargor must notify the Lender of any breach of any of the provisions of this Legal Mortgage and Charge promptly upon becoming aware of its occurrence

6 6 Insurance

(A) The Chargor shall insure and keep insured the Security Assets in accordance with Condition 12 9 of the Loan Agreement

(B) The Chargor shall, if requested by the Lender, produce to the Lender the policy certificate or cover note relating to any such insurance required by paragraph (A) above

6 7 Insurance premiums

The Chargor shall promptly pay all premiums in respect of each insurance policy and do all other things necessary to keep such policies in full force and effect

6 8 Additional undertakings

The Chargor will comply with any Additional Undertakings

7 REAL PROPERTY UNDERTAKINGS

7 1 Repair and maintenance

The Chargor shall repair and keep in good and substantial repair and condition all Real Property at any time forming part of the Security Assets

7 2 No alterations

(A) The Chargor shall not, without the prior written consent of the Lender

(i) pull down or remove the whole or any part of any building forming part of the Mortgaged Property nor permit the same to occur (except for non-structural alterations or other minor alterations), or

(ii) make or permit to be made any material alterations to the Mortgaged Property or sever or remove or permit to be severed or removed any of its fixtures or fittings,

provided that the Chargor shall not be required to obtain the prior written consent of the Lender for the carrying out of any works required to maintain and keep the Mortgaged Property in good repair, working order and condition in all material respects (including all necessary and proper repairs, renewals, replacements and improvements)

(B) The Chargor shall promptly give notice to the Lender if the premises or any material fixtures or fittings forming part of the Mortgaged Property are destroyed or damaged

7 3 Leases and licences affecting the property

The Chargor shall not, without the prior written consent of the Lender

(A) grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Mortgaged Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA,

(B) in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Mortgaged Property,

(C) let any person into occupation of, or share occupation of, the whole or any part of the Mortgaged Property, or

(D) grant any consent or licence under any lease or licence affecting the Mortgaged Property

7 4 No restrictive obligations

The Chargor shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Mortgaged Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Mortgaged Property

7 5 Environmental and planning laws

The Chargor shall comply with and observe and perform the following in relation to or affecting the Mortgaged Property

(A) the requirements of all applicable planning and environmental laws,

(B) any conditions attaching to any planning permissions, and

(C) any notices or other orders made by any planning, environmental or other public body

7 6 Compliance with and enforcement of covenants

The Chargor shall

(A) observe and perform in all material respects all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject, and

(B) diligently enforce in all material respects all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same

7 7 Notices or claims relating to the Mortgaged Property

The Chargor shall

(A) give particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a "**Notice**") that specifically applies to the Mortgaged Property, or to the locality in which it is situated, within fifteen days upon any of its directors or senior managers becoming aware of the relevant Notice, and

(B) (if the Lender so requires) take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender may desire

7 8 Inspection

The Chargor shall permit the Lender and any Receiver or Delegate to enter on and inspect the Mortgaged Property on reasonable prior notice

7 9 Real property undertakings default

If the Chargor fails to comply with any of the undertakings contained in this Condition 7 (*Real Property Undertakings*), the Lender shall be entitled (with such agents, contractors and others as it sees fit), to do such things as may, in the reasonable opinion of the Lender, be required to remedy such failure and all moneys spent by the Lender in doing so shall be reimbursed by the Chargor on demand with interest from the date of payment by the Lender until reimbursement at a rate specified and calculated in accordance with Condition 2 2 (*Interest on Demands*)

8 TANGIBLE MOVEABLE PROPERTY

The Chargor shall unless otherwise agreed in writing with the Lender

(A) place and maintain on each item of Tangible Moveable Property which is subject to a

fixed charge under this Legal Mortgage and Charge, in a conspicuous place, an identification plaque containing the following notice in the following terms (which shall not be concealed, altered or removed)

"NOTICE OF CHARGE

This [enter details of property] and all additions and ancillary equipment are subject to a fixed charge in favour of the CAF Bank Limited ", and

(B) if any Tangible Moveable Property is located on leasehold premises) obtain as soon as possible written confirmation from the lessor that it waives absolutely all rights it may have now or at any time in the future over any of that Tangible Moveable Property

9. FURTHER ASSURANCE

9 1 General

The Chargor shall (at its own cost), promptly take all action necessary or desirable to

(A) ensure that the Security is and remains valid, legally binding and enforceable,

(B) perfect, preserve or protect the Security and its priority,

(C) confer on the Lender security interests over any of its property and assets located in any jurisdiction outside England and Wales equivalent or similar to the Security, and/or

(D) facilitate the exercise of any and all of the Security Rights and the realisation of the Security Assets,

including the execution of all such mortgages, charges, assignments and other documents, the giving of all such notices, orders, instructions and directions and the making of all such registrations and filings as the Lender or any Receiver or Delegate may consider necessary from time to time

9 2 Implied Covenants for Title

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

10 POWER OF ATTORNEY

10 1 Appointment

The Chargor appoints as its attorney, irrevocably (within the meaning of section 4 of the Powers of Attorney Act 1971) and by way of security for the performance of its obligations under this Legal Mortgage and Charge, the Lender and any person nominated in writing by the Lender, severally (with full powers of substitution and delegation), on its behalf and in its name or otherwise and as its act and deed, at such time and in such manner as the attorney may think fit

(A) to take any action which it is obliged to take under this Legal Mortgage and Charge but has not taken, and

(B) to take any action required to enable the Lender to exercise all or any of the Security Rights,

and the taking of action by the attorney or attorneys shall (as between the attorney and any third party) be conclusive evidence to any third party of its right to take such action

10 2 Ratification

The Chargor undertakes to ratify and confirm everything that any attorney does or purports to do in the exercise or purported exercise of the power of attorney in Condition 10 1 (*Appointment*)

11 EFFECTIVENESS OF SECURITY

11.1 Continuing Security

(A) The Security shall remain in full force and effect as continuing security for the Secured Obligations unless and until discharged by the Lender in accordance with Condition 12 (*Release of Security*)

(B) No part of the Security will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations

11 2 Additional Security

The Security and the Security Rights shall be cumulative, in addition to and independent of every other security which the Lender may at any time hold for the Secured Obligations or any other rights provided by law No prior security held by the Lender (whether in its capacity as Lender or otherwise) over the whole or any part of the Security Assets shall merge into the Security

11 3 No Prejudice

Without prejudice to any other provision of this Legal Mortgage and Charge, none of the Security, its priority, the Security Rights nor the liability of the Chargor or any other person for the Secured Obligations shall be prejudiced, reduced, released or otherwise adversely affected by any act, omission, fact or any other thing which but for this Condition 11 3 would or may do so, including

(A) any time, waiver or consent granted, or any other indulgence or concession granted to the Chargor or any other person,

(B) the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor,

(C) the taking, holding, variation, compromise, exchange, renewal, realisation or release by any person of any rights under or in connection with any security, guarantee, indemnity or any other document including any arrangement or compromise entered into by the Lender with the Chargor or any other person,

(D) the refusal or failure to take up, hold, perfect or enforce by any person any rights under or in connection with any security, guarantee, indemnity or other document (including, any failure to comply with any formality or other requirement or any failure to realise the full value of any security),

(E) the existence of any claim, set-off or other right which the Chargor may have at any time against the Lender or any other person,

(F) the making or absence of any demand for payment or discharge of any Secured Obligations

(G) any amalgamation, merger or reconstruction that may be effected by the Lender with any other person, including any reconstruction by the Lender involving the formation of a new company and the transfer of all or any of its assets to that company, or any sale or transfer of the whole or any part of the undertaking and assets of the Lender to any other person,

(H) any incapacity, lack of power, authority or legal personality of or Dissolution or change in the members or status of the Chargor or any other person,

(I) any variation, amendment, waiver, release novation, supplement, extension or restatement or replacement of any Finance Document, or any other security, guarantee, indemnity or other document, in each case however fundamental and of whatsoever nature,

(J) any change in the identity of the Lender, or

(K) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other security, guarantee, indemnity or other document

11 4 Details of Security Assets

The fact that no or incomplete details of any Security Asset are inserted in the Schedules to this Legal Mortgage and Charge shall not affect the validity or enforceability of the Security

11 5 Immediate recourse

The Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Legal Mortgage and Charge The waiver applies irrespective of any law or any provision of this Legal Mortgage and Charge to the contrary

11 6 Deferral of Rights

(A) Until such time as the Security has been released in accordance with Condition 12 (*Release of Security*), the Chargor will not exercise any rights which it may have

(i) to claim, rank, prove or vote as a creditor of any other party to any of the Finance Documents or any member of the Group,

(ii) to receive, claim or have the benefit of any payment guarantee, indemnity, contribution or security from or on account of any such party (in whole or in part or whether by way of subrogation or otherwise), or

(iii) of set-off, combination or counter-claim or in relation to any "flawed-asset" or "hold back' arrangement as against any such party

(B) The Chargor shall hold on trust for, and immediately pay or transfer to, the Lender an amount equal to any payment or benefit received by it contrary to (A) above

(C) If the Chargor exercises any right of set-off, combination or counter-claim or any rights in relation to any "flawed asset" or "hold back arrangement" contrary to (A)(iii) above, it will immediately pay or transfer to the Lender an amount equal to the amount set-off, combined or counterclaimed

(D) The Lender shall apply all amounts received pursuant to (b) and (c) above in accordance with Condition 17 (*Application of Moneys*)

11 7 New Account

At any time after

(A) the Lender (acting in its capacity as lender or otherwise) receives or is deemed to have received notice of any subsequent security interest affecting all or any part of the Security Assets or any assignment or transfer of the Security Assets which is prohibited by the terms of this Legal Mortgage and Charge or the Loan Agreement, or

(B) the commencement of the Dissolution of the Chargor,

all payments by or on behalf of the Chargor to the Lender (whether in its capacity as lender or otherwise) shall be

treated as having been credited to a new account of the Chargor and not, upon the occurrence of any of the circumstances specified in (A) or (B) above, as having been applied in reduction of the Secured Obligations

11 8 Further Advances

The Security is intended to secure further advances

12 RELEASE OF SECURITY

12 1 Release of Security Assets

If the Lender is satisfied that

(A) all Secured Obligations have been unconditionally and irrevocably paid or discharged in full and that the Lender does not have any further liability or obligation under any Finance Document,

(B) security or a guarantee for the Secured Obligations, in either case, acceptable to the Lender, has been provided in substitution for this Legal Mortgage and Charge, or

(C) the Chargor is unconditionally entitled pursuant to any provision of the Finance Document to have any Security Asset released from the Security,

then, subject to Condition 12 2 (*Reinstatement*) and Condition 12 3 (*Retention of Security Assets*), the Lender shall, at the request and cost of the Chargor, take all necessary action to release the Security Assets (or, in the case of (C) above, the relevant Security Assets), from the Security

12 2 Reinstatement

If the Lender reasonably considers that any payment to, or security or guarantee provided to it is capable of being avoided, reduced or invalidated by virtue of applicable law, notwithstanding any re-assignment or discharge of the Security Assets, the liability of the Chargor under this Legal Mortgage and Charge and the Security shall continue as if such amounts had not been paid or as if any such security or guarantee had not been provided

12 3 Retention of Security Assets

(A) If the Lender reasonably considers that any payment, security or guarantee provided or to be provided to it (a "**Relevant Transaction**") by any person is capable of being avoided, reduced or invalidated by virtue of applicable law, the Lender shall be entitled to retain and shall not be obliged to release any of the relevant Security Assets until the expiry of the Retention Period in relation to that Relevant Transaction

(B) In the event of the Dissolution of such person at any time before the expiry of that Retention Period, the Lender

(i) may continue to retain the relevant Security Assets and the Security for a further period expiring on the later of the expiry of the Retention Period and the date on which all proceedings relating to such Dissolution are determined, and

(ii) shall not be obliged during such period to release any of the relevant Security Assets from the Security

(C) For the purpose of this Condition 12 3, "**Retention Period**" means, in relation to any Relevant Transaction, the period which commences on the date when that Relevant Transaction was made or given, and which ends on the date falling one month after the expiration of the maximum period within which that Relevant Transaction can be avoided, reduced or invalidated by virtue of any applicable law

13 ENFORCEMENT

13 1 Timing of Enforcement

The Security shall be enforceable immediately upon and at any time after the occurrence of an Event of Default

13 2 Enforcement Rights

Upon or after the Security becoming enforceable the Lender may, without notice to the Chargor or prior authorisation from any court enforce all or any part of that Security and exercise all or any of the powers, authorities and discretions conferred by the Finance Documents including this Legal Mortgage and Charge or otherwise by law on mortgages, chargees and Receivers (whether or not it has appointed a Receiver), in each case at the times, in the manner and on the terms it thinks fit

13 3 Set-off

Upon or after the Security becoming enforceable, the Lender may (but shall not be obliged to) set off against any obligation of the Chargor due and payable by it to or for the account of the Lender under this Legal Mortgage and Charge, any moneys held by the Lender for the account of the Chargor at any office of the Lender anywhere and in any currency, whether or not matured If any such obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be amount of that obligation The Lender may effect such currency exchanges as are appropriate to implement the set-off and any usual charges and all applicable Taxes in relation to such currency exchanges shall be subject to the indemnity in Condition 21 2 (*Enforcement Costs*)

14 EXTENSION AND VARIATION OF POWERS CONFERRED BY LAW

14 1 Extension of Powers

The powers conferred by section 101 of the LPA as varied and extended by this Legal Mortgage and Charge shall be deemed to arise (and the Secured Obligations shall be deemed due and payable for that purpose) immediately on

execution of this Legal Mortgage and Charge Section 109(1) of the LPA 1925 shall not apply to this Legal Mortgage and Charge

14 2 Restrictions

The restrictions contained in Sections 93 and 103 of the LPA 1925 shall not apply to this Legal Mortgage and Charge or to the exercise by the Lender or any Receiver or Delegate of its right to consolidate all or any of the Security with any other security in existence at any time or to its power of sale

14 3 Power of Leasing

(A) The statutory powers of leasing conferred by sectors 99 and 100 of the LPA 1925 may be exercised by the Lender or any Receiver or Delegate at any time on or after the Security becomes enforceable The Lender and any Receiver or Delegate may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the LPA 1925

(B) For the purposes of sections 99 and 100 of the LPA 1925, the expression "mortgagor" shall include any encumbrancer deriving title under the original mortgagor and section 99(18) of the LPA 1925 and section 100(12) of the LPA 1925 shall not apply

15 APPOINTMENT OF RECEIVERS

15 1 Appointment

At any time

(A) on or after any of the Security becoming enforceable (whether or not the Lender shall have taken possession of the Security Assets), or

(B) at the written request of the Chargor,

the Lender may, without notice to the Chargor, appoint, one or more qualified persons to be Receiver or Receivers If the Lender appoints more than one person as Receiver, the Lender may give the relevant persons power to exercise all or any of the powers conferred on Receivers individually as well as jointly and to the exclusion of the other or others of them

15 2 Scope of appointment

Any Receiver may be appointed either Receiver of all the Security Assets or of such part of the Security Assets as may be specified in the appointment In the latter case, the rights conferred by Condition 15 4 (*Powers of Receivers*) shall take effect as though every reference in that clause to "rights" were a reference to rights in respect of the specified part of the Security Assets

15 3 Removal

The Lender may, by deed or by instrument in writing signed by any officer or other person authorised for such purpose by it (so far as it is lawfully able and subject to any requirement of the court in the case of an administrative receiver), remove any Receiver appointed by it and may, whenever it deems expedient, appoint any one or more other qualified persons in place of or to act jointly with any other Receiver

15.4 Powers of Receivers

Any Receiver appointed under this Legal Mortgage and Charge will (subject to any contrary provision specified in his appointment but notwithstanding the Dissolution of the Chargor) have

(A) all the rights conferred by the LPA 1925 on mortgagors and on mortgagees in possession and on any receiver appointed under the LPA 1925

(B) all the rights of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 as in force at the date of this Legal Mortgage and Charge (whether or not in force at the date of exercise) and all rights of an administrative receiver as may be added to Schedule 1 of the Insolvency Act 1986 after the date of this Legal Mortgage and Charge, in either case, whether or not the Receiver is an administrative receiver,

(C) the right to manage, use and apply all or any of the Security Assets and to exercise (or permit the Chargor or its nominee to exercise) all other rights of an absolute beneficial owner of the Security Assets,

(D) the right to dispose of or otherwise realise all or any part of the Security Assets in any manner whatsoever (including any fixtures which may be severed and sold separately from the Real Property to which they are affixed),

(E) the right to redeem or transfer to the Lender any prior security interest over the Security Assets,

(F) all the rights expressed to be conferred upon the Lender in this Legal Mortgage and Charge, and

(G) the right to do all lawful things which in the opinion of the Receiver seem to be incidental or conducive to any of the functions, powers, authorities or discretions conferred on or vested in him, the exercise of the Security Rights or bringing into his hands any assets forming part of, or which when got in would form part of, the Security Assets

15 5 Agent

Any Receiver shall for all purposes be the agent of the Chargor and therefore deemed to be in the same position

as a Receiver duly appointed by a mortgagee under the LPA 1925 The Chargor shall be solely responsible for his contracts, engagements, acts, omissions, defaults and losses and for all liabilities incurred by him and for the payment of his remuneration No Receiver shall at any time act as, or be deemed to be, agent of the Lender

15 6 Remuneration

Subject to section 36 of the Insolvency Act 1986, the Lender may from time to time fix the remuneration of any Receiver appointed by it (without being limited to the maximum rate specified in section 109(6) of the LPA 1925) and may direct payment of such remuneration out of moneys accruing to him as Receiver, but the Chargor alone shall be liable for the payment of such remuneration and for all other costs, charges and expenses of the Receiver

16 DISCRETION AND DELEGATION

16 1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Legal Mortgage and Charge by the Lender or any Receiver may, subject to the terms and conditions of the Loan Agreement, be exercised or made from time to time in its absolute and unfettered discretion without any obligation to give reasons

16 2 Delegation

(A) Each of the Lender and any Receiver may at any time delegate all or any of the rights conferred on it by this Legal Mortgage and Charge

(B) The delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions as the Lender may think fit

(C) Such delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Lender or the Receiver itself or any subsequent delegation or revocation

(D) Under no circumstances shall the Lender nor any Receiver or Delegate nor any officer, agent or employee of any of them be liable to the Chargor or any other person as a result of or in connection with any act, default, omission or misconduct on the part of any Delegate

17 APPLICATION OF MONEYS

All moneys arising from the exercise of the powers of enforcement under this Legal Mortgage and Charge shall (except as may be otherwise required by applicable law) be held by the Lender and any Receiver and (subject to Condition 18 (*Suspense Account*)) applied in the following order of priority (but without prejudice to the right of the Lender to recover any shortfall from the Chargor)

(A) in or towards payment of all Costs and Expenses of and incidental to the appointment of any Receiver and the exercise of any of his rights including his remuneration and all outgoings paid by him,

(B) in or towards the payment or discharge of such of the Secured Obligations in such order as is set out in Condition 6 4(C) of the Loan Agreement, and

(C) after all of the Security Assets have been released from the Security in accordance with paragraph (A) of Condition 12 (*Release of Security*), in payment of any surplus to the Chargor or other person entitled to it,

and section 109(8) of the LPA 1925 shall be deemed varied and extended in such respect

18 SUSPENSE ACCOUNT

The Lender may place and retain on a suspense account, for as long as it considers fit, any moneys received, recovered or realised under or in connection with this Legal Mortgage and Charge to the extent of the Secured Obligations, without any obligation on the part of the Lender to apply such moneys in or towards the discharge of such Secured Obligations

19 PROTECTION OF THIRD PARTIES

19 1 Consideration

The receipt of the Lender or any Receiver or Delegate shall be conclusive discharge to a purchaser and any sale or disposal of any of the Security Assets or any acquisition by the Lender or any Receiver or Delegate shall be for such consideration, and made in such manner and on such terms as it thinks fit

19 2 Protection of Purchasers

(A) No purchaser or other person dealing with the Lender, any Receiver or any Delegate shall be bound to inquire whether the right of the Lender or such Receiver or Delegate to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Lender or such Receiver or Delegate in such dealings

(B) All the protections given to purchasers from a mortgagee by sections 104 and 107 of the LPA 1925, and to persons dealing with a receiver in section 42(3) of the Insolvency Act 1986, shall apply equally to any person purchasing from or dealing with the Lender, any Receiver or any Delegate

20 NO LIABILITY

Neither the Lender nor any Receiver or Delegate nor any officer, agent or employee of any of them will in any circumstances (whether by reason of taking possession of the Security Assets or for any other reason whatsoever)

(A) be liable to account to the Chargor or any other person for anything, or

(B) be liable to the Chargor or any other person as a result of or in connection with

(i) taking any action permitted by this Legal Mortgage and Charge,

(ii) any neglect, default or omission in relation to the Security Assets, or

(iii) taking possession of or realising all or any part of the Security Assets,

except in each case, to the extent directly caused by fraud or wilful default or gross negligence on its part

21 COSTS AND EXPENSES

21 1 Transaction and administration expenses

The Chargor shall indemnify the Lender on demand against all Costs and Expenses expended, paid, incurred or debited on account by the Lender in connection with

(A) the negotiation, preparation execution, stamping, filing, registration and perfection of this Legal Mortgage and Charge and any other document referred to in this Legal Mortgage and Charge,

(B) any waiver, consent or authorisation sought by the Chargor in relation to this Legal Mortgage and Charge and any other document referred to in this Legal Mortgage and Charge,

(C) any variation, amendment, extension or modification of, or supplement to, this Legal Mortgage and Charge and any other document referred to in this Legal Mortgage and Charge, and

(D) the taking, holding, administration or release of any Security or the exercise of any Security Rights

21 2 Enforcement costs

(A) The Chargor shall indemnify the Lender and every Receiver, Delegate or other person appointed by the Lender under this Legal Mortgage and Charge (each an "**Indemnified Party**") on demand against all Costs and Expenses expended, paid, incurred or debited on account by any Indemnified Party in connection with

(i) enforcing, protecting, preserving or realising, or attempting to enforce, protect, preserve or realise, the rights vested in any Indemnified Party by this Legal Mortgage and Charge and any other document referred to in this Legal Mortgage and Charge or by law, and

(ii) any default by the Chargor in the performance of any of the obligations expressed to be assumed by it under the Finance Documents and this Legal Mortgage and Charge

(B) The Lender may indemnify itself out of the Security Assets in respect of, and pay and retain all sums necessary to give effect to the indemnity in this Condition 21 2

22 STAMP TAXES

The Chargor shall pay promptly, and in any event before any penalty becomes payable, all stamp, registration, documentary and similar Taxes, if any, payable in connection with the entry into, performance, enforcement or admissibility in evidence of this Legal Mortgage and Charge and any other document referred to in this Legal Mortgage and Charge, and shall indemnify the Lender on demand against any Costs and Expenses with respect to, or resulting from any delay in paying or omission to pay, any such Tax

23. PAYMENTS FREE OF DEDUCTION

All payments to be made to the Lender under this Legal Mortgage and Charge shall be made free and clear of and without deduction for or on account of Tax unless the Chargor is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by the Chargor shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to Tax such deduction or withholding has been made, receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made

24 CERTIFICATES AND DETERMINATIONS

For all purposes, including any legal proceedings, a determination by the Lender or a copy of a certificate signed by an officer of the Lender, of the amount of any indebtedness comprised in the Secured Obligations or the amount standing to the credit of any Account for the time being or at any time shall in the absence of manifest error, be conclusive evidence against the Chargor as to such amount

25 ASSIGNMENT

25 1 Assignment by the Lender

The Lender may at any time, without the consent of the Chargor, assign or transfer any of its rights and obligations under this Legal Mortgage and Charge to any person to whom its rights and obligations under the Loan Agreement may be assigned or transferred

25 2 Assignment by the Chargor

The Chargor shall not assign or transfer, or attempt to assign or transfer, any of its rights or obligations under this Legal Mortgage and Charge

26 AMENDMENTS

This Legal Mortgage and Charge may not be amended, modified or waived in any respect, without the prior written consent of the Lender given with express reference to this Condition 26

27 NOTICES

27 1 Communications in writing

Any communication to be made under or in connection with this Legal Mortgage and Charge shall be in writing and, unless otherwise stated, may be made by fax or letter

27 2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party to this Legal Mortgage and Charge for any communication or document to be made or delivered under or in connection with this Legal Mortgage and Charge is that identified with its signature below or any substitute address, fax number or department or officer as the party may notify to the other parties by not less than five Business Days' notice

27 3 Delivery

(A) Any communication or document made or delivered by one person to another under or in connection with this Legal Mortgage and Charge will only be effective

(i) if by way of fax, when received in legible form, or

(ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post, postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Condition 27 2 (*Addresses*), if addressed to that department or officer

(B) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose)

28 REMEDIES AND WAIVERS

No delay or omission on the part of the Lender in exercising any right provided by law or under this Legal Mortgage and Charge shall impair, affect or operate as a waiver of that or any other right The single or partial exercise by the Lender of any right shall not unless otherwise expressly stated preclude or prejudice any other or further exercise of that, or the exercise of any other, right The rights of the Lender under this Legal Mortgage and Charge are in addition to and do not affect any other rights available to it by law

29 PARTIAL INVALIDITY

29 1 If at any time any provision of this Legal Mortgage and Charge is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither

(A) the legality, validity or enforceability of the remaining provisions under the law of that jurisdiction or any other jurisdiction, nor

(B) the legality, validity or enforceability of such provision under the law of any other jurisdiction,

will in any way be affected or impaired

29 2 The parties shall enter into good faith negotiations, but without any liability whatsoever in the event of no agreement being reached, to replace any illegal, invalid or unenforceable provision with a view to obtaining the same commercial effect as this Legal Mortgage and Charge would have had if such provision had been legal, valid and enforceable

30 TRUSTS

If any trust intended to arise pursuant to any provision of this Legal Mortgage and Charge fails or for any reason (including the laws of any jurisdiction in which any assets, moneys, payments or distributions may be situated) cannot be given effect to, the Chargor will pay to the Lender for application in accordance with Condition 17 (*Application of Moneys*) an amount equal to the amount (or the value of the relevant assets) intended to be so held on trust for the Lender

31 COUNTERPARTS

This Legal Mortgage and Charge may be executed in any number of counterparts, and by the parties to this Legal Mortgage and Charge on separate counterparts, but will not be effective until each such party has executed at least one counterpart Each counterpart shall constitute an original of this Deed but all the counterparts will together constitute one and the same instrument

32 GOVERNING LAW

This Legal Mortgage and Charge is governed by and is to be construed in accordance with English law Any matter, claim or dispute arising out of or in connection with this Legal Mortgage and Charge, whether contractual or non-contractual, is to be governed by and determined in accordance with English law

33. JURISDICTION

33 1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Legal Mortgage and Charge (including a dispute regarding the existence, validity or

termination of this Legal Mortgage and Charge) (a "**Dispute**")

33 2 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary

IN WITNESS of which this document has been executed as a deed and is delivered on the date on which the last of the parties has executed and delivered this document

SIGNATURES

The Chargor and The Charity Trustees
Executed as a DEED by Mrs M Scott and Mr R Malcolm-Green acting as two directors on behalf of Lavant House School Educational Trust Limited also as trustees of the said charity duly authorised pursuant to a resolution made under the provisions of Section 333 Charities Act 2011 in the presence of

Marian Scott

R. G. Malcolm-Green

SIGNATURE OF WITNESS

NAME OF WITNESS Mark Chapman

ADDRESS OF WITNESS Lavant House School, West Lavant
Chichester, West Sussex PO18 9AB

OCCUPATION OF WITNESS Bursar