



Registration of a Charge

Company name: **ABBNEYFIELD WORCESTER SOCIETY LIMITED (THE)**

Company number: **00961985**



X3BBHR4X

Received for Electronic Filing: **03/07/2014**

Details of Charge

Date of creation: **30/06/2014**

Charge code: **0096 1985 0003**

Persons entitled: **THE ABBNEYFIELD SOCIETY**

Brief description: **BY WAY OF LEGAL MORTGAGE, THE FREEHOLD PROPERTY KNOWN AS LAND AT WHITE LADIES CLOSE, WORCESTER (BEING THE LAND WHICH IS REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBERS HW49001, HW8124, HW31685, HW21533 AND HW150641) TOGETHER WITH ALL BUILDINGS, FIXTURES AND ERECTIONS ON SUCH PROPERTY.**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC**

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

HARRISON CLARK RICKERBYS LIMITED



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 961985

Charge code: 0096 1985 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2014 and created by ABBEYFIELD WORCESTER SOCIETY LIMITED (THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd July 2014 .

Given at Companies House, Cardiff on 4th July 2014

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 Mortgage

by a Registered Provider in respect of property detailed in Schedule 1

Dated 30th June 2014.

The Abbeyfield Worcester Society Limited
(as Chargor)

The Abbeyfield Society
(as Loan Provider)

We certify this to be a true
copy of the original.

Dated this 3rd day
of July 2014

Harrison Clark Rickerbys
Worcester WR1 2JG

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Legal Mortgage

Dated 30 June 2014.

Between

- (1) **The Abbeyfield Worcester Society Limited** (as **Chargor**), whose registered office is 22 Sansome Walk, Worcester WR1 1LS, incorporated as a company with Registered Number 961985 and as a Registered Provider with the Homes and Communities Agency under Registered Number H2907; and
- (2) **The Abbeyfield Society** (the **Loan Provider**), whose registered office is at St Peter's House, 2 Bricket Rd, St Albans, AL1 3JW incorporated as a company with Registered Number 574816 and as a Registered Provider with the Homes and Communities Agency under Registered Number H1046.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Mortgage (unless the context otherwise requires or unless otherwise defined or provided for in this Mortgage) the following definitions apply.

Approved Tenancy means an assured, assured shorthold or such other form of tenancy as may be within the ordinary course of activities of a Registered Provider and which is in a form approved by the Regulator.

Authority means any local, public or other competent authority.

Charge means each charge, mortgage, assignment by way of security or other security created by this Mortgage.

Charged Assets means each and all (as the context admits) of the Property and all other property or assets charged or assigned by way of security under this Mortgage (if any).

Charities Act means the Charities Act 2011.

Contamination means, in relation to a Property, the presence on or under that Property of any dangerous substance which might cause more than negligible harm to the environment.

Environmental Law means any common or statutory law, regulation, code of practice, circular or guidance note issued or endorsed by a governmental authority of the United Kingdom or European Union, concerning the protection of human health, the workplace or the environment or dangerous substances.

Loan Agreement means the Loan agreement dated X 30 June 2014. X made between the Chargor and the Loan Provider, as may be varied, by agreement, from time to time.

Party means a party to this Mortgage.

Planning Acts means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990 and any Act or Acts for the time being

in force amending or re-enacting the same and any orders, regulations or permissions made, issued or granted under or by virtue of such Acts or any of them.

Property means the property or properties described in Schedule 1.

Receiver means any receiver appointed by the Loan Provider over the Charged Assets pursuant to the powers conferred by this Mortgage (including any substitute or delegate appointed under Clause 5.4 below).

Secured Obligations means all moneys and liabilities whether actual or contingent, present or future which may be due, owing or incurred by the Chargor to the Loan Provider pursuant to the Loan Agreement.

Security Interest means any mortgage, charge, assignment by way of security, or any other security interest of any kind whatsoever, or any agreement, whether conditional or otherwise, to create any kind of security interest.

1.2 Headings

The headings in this Mortgage are for convenience only and shall be ignored in construing this Mortgage.

1.3 Interpretation

1.3.1 In this Mortgage (unless otherwise provided):

- (a) words importing the singular shall include the plural and vice versa;
- (b) references to Clauses and Schedules are to be construed as references to the clauses of, and schedules to, this Mortgage;
- (c) reference to any agreement or document shall be construed as references to that agreement or document, as amended, varied, restated, novated or supplemented;
- (d) references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute;
- (e) references to any **consent** or **approval** means consent or approval in writing;
- (f) the words **including** and **in particular** shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of the foregoing words;
- (g) the words **other** and **otherwise** shall not be construed ejusdem generis with any foregoing words where a wider construction is possible;
- (h) references to a **person** shall be construed so as to include that person's assigns, transferees or successors in title and shall be construed as including references to an individual, firm, partnership, joint venture, company, corporation, body corporate, unincorporated body of persons or any state or any agency of a state; and
- (i) references to **Property** and **Charged Assets** shall be and shall be deemed to be references to the whole and any part or parts of the Chargor's interest in the Property and the Charged Assets respectively and (unless the context otherwise requires) the proceeds of sale of them.

- 1.3.2 The terms of the Loan Agreement are incorporated in this Mortgage to the extent required for any purported disposition of the Property contained in this Mortgage to be a valid disposition within section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.3.3 Unless otherwise defined in this Mortgage, capitalised terms used in this Mortgage shall have the same meanings given to them in the Loan Agreement.

2 Creation of security

2.1 Covenant to pay

The Chargor covenants with the Loan Provider that it will pay or discharge each of the Secured Obligations when due to the Loan Provider in accordance with the Loan Agreement.

2.2 Charges

The Chargor, with full title guarantee, charges as continuing security for the payment and discharge of the Secured Obligations, in favour of the Loan Provider:

- (a) by way of legal mortgage, the Property together with all buildings, fixtures and erections on the Property;
- (b) by way of charge, the benefit of all licences, agreements, covenants and rights affecting or concerning the Property but for the avoidance of doubt the Loan Provider agrees that no notice of assignment will be given to tenants unless and until an Event of Default has occurred and is continuing; and
- (c) by way of fixed charge, the Chargor's interest in every insurance policy effected in respect of the Charged Assets (other than third party and public liability policies) and all moneys or proceeds paid or payable to the Chargor under or in respect of those policies.

2.3 Charges independent

- 2.3.1 Each Charge is separate, independent of, distinct from and in addition to every other Charge.
- 2.3.2 Each Charge and any rights, entitlements or powers of the Loan Provider in relation to assets comprised in any one Charge shall not merge with or prejudice any other charge, mortgage, lien, pledge, guarantee or other security held now or in the future by the Loan Provider in respect of all or any of the Secured Obligations.
- 2.3.3 Where this Mortgage creates security over more than one property the Loan Provider's rights under this Mortgage may be exercised severally in respect of each of those properties. Enforcement of or failure to enforce the rights created by this Mortgage at any time in respect of any one or more of those properties shall not preclude any subsequent enforcement of those rights in respect of those properties. This Mortgage shall take effect in respect of each property comprised within the Property in the same way as if a separate legal mortgage had been created over each such property.

2.4 Further assurance

The Chargor shall, at the request of the Loan Provider, execute in favour of the Loan Provider (or as the Loan Provider may direct) such further or other legal assignments, transfers, mortgages, charges or other security documents as the Loan Provider shall stipulate over the Chargor's estate or interest in any of the Charged Assets for the purpose of more effectively providing security to the Loan Provider for the payment or discharge of the Secured Obligations and (without limitation):

- (a) such assignments, transfers, mortgages, charges or other security documents shall be in such form as the Loan Provider shall stipulate and may contain provisions similar or equivalent to the provisions of this Mortgage (as the Loan Provider shall decide) for the perfection of the security constituted by this Mortgage; and
- (b) the obligations of the Chargor under this Clause shall be in addition to and not in substitution for the covenants deemed to be included by virtue of the Law of Property (Miscellaneous Provisions) Act 1994.

3 Chargor's obligations

Until this Mortgage has been discharged, the Chargor shall:

- (a) observe and perform all covenants and stipulations (restrictive or otherwise) including any imposed by or contained in any lease, agreement for lease, tenancy agreement, licence or other deed or document affecting the Property where failure to do so could have an adverse effect either on the value of the Property or the Loan Provider's ability to enforce its security;
- (b) observe and perform all obligations under any statute, statutory instrument, regulation, directive, order or notice made or given by any Authority which relates to the Property where failure to do so could have an adverse effect either on the value of the Property or the Loan Provider's ability to enforce its security;
- (c) not knowingly do nor allow to subsist on or about the Property anything which might result in proceedings being brought by an Authority which could reasonably be expected to have a material adverse effect on the ability of the Chargor to comply with its obligations under this Mortgage or the Loan Agreement;
- (d) give (immediately after receiving or becoming aware of it) the Loan Provider full particulars of any notice, direction, order or proposal made, given or issued by any Authority which relates to the Property and which is served on or given to the Chargor or of which the Chargor becomes otherwise aware;
- (e) pay and indemnify the Loan Provider (and any Receiver) against all existing and future rents, taxes, rates, duties, fees, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed, statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) which may now or in the future be payable in respect of the Property;
- (f) keep the Property in good and tenantable repair and condition and not (except in the ordinary course of repair or maintenance) demolish, pull down or remove any building or erection for the time being on the Property without the previous consent of the Loan Provider (not to be unreasonably withheld or delayed) and, for the purposes of checking whether the provisions of this Clause have been complied with, the Loan Provider may (on reasonable notice during normal business hours) from time to time inspect or survey the Property;
- (g) not commence, undertake or carry out nor allow to be commenced, undertaken or carried out on or in relation to the Property any development within the meaning of the Planning Acts or any other works requiring any consent under the Planning Acts without:
 - (i) first obtaining any relevant or necessary planning permission or consent; and
 - (ii) except where the development or works will have a negligible effect on the value of the Property, the consent of the Loan Provider (not to be unreasonably withheld or delayed);

- (h) comply in all material respects with all Environmental Laws;
- (i) not change the use or uses to which the Property is now put nor apply for any consent or authorisation which is required in connection with such change of use without the Loan Provider's prior consent (not to be unreasonably withheld or delayed);
- (j) not create or permit to subsist any Security Interest over the Property other than as permitted by the Loan Agreement;
- (k) not to part with, sell, transfer or otherwise dispose of or agree to part with, sell, transfer or otherwise dispose of all or any part of any of the Property or any interest in any of it (except as permitted by the Loan Agreement) except that the Chargor may:
 - (i) let the Property or each unit of accommodation comprised in the Property by way of an Approved Tenancy;
 - (ii) implement any disposal which is required by statute (such as the exercise by a tenant of a right to buy);
- (l) procure that none of the Charged Assets are or become subject to any option or right of pre-emption;
- (m) not without the prior written consent of the Loan Provider allow any person other than itself to be registered under the Land Registration Act 2002 as proprietor of the Property or any part of it or create or permit to arise any interest which falls within either or both of Schedules 1 and 3 of the Land Registration Act 2002 affecting that property and the reasonable costs incurred by the Loan Provider of lodging a caution against first registration of the title to that property or a land charge (if unregistered) or any part of it, shall be an expense properly incurred in relation to this Mortgage; and
- (n) not without the prior consent of the Loan Provider make an application, or consent or concede to the application by any third party, to the Land Registrar to make any entry on the register of title of all or any part of the Property.

4 Insurance

4.1 Chargor's obligations

Until this Mortgage has been discharged, the Chargor shall:

- (a) insure (or procure that there are insured) all buildings and other items forming part of the Charged Assets and (if the Property is let or intended to be let) the rental income from letting the Property with a reputable insurer on the equivalent basis as insurances are maintained by prudent Registered Providers carrying on activities as a Registered Provider similar to that of the Chargor and on a similar scale as regards the items insured, the insured risks, the classes of risk to be covered and the amount of insurance cover;
- (b) arrange for the interest of the Loan Provider to be noted or endorsed on all policies of insurance affecting any of the Charged Assets (otherwise than any such insurance policies which are in the joint names of the Loan Provider and the Chargor or where there is a provision for automatic noting of interests);
- (c) duly and punctually pay all premiums and other moneys due and payable under all insurance policies affecting the Charged Assets and, promptly upon request by the Loan Provider, give the Loan Provider the premium receipts or other evidence of the payment; and

- (d) produce all policies, contracts of insurance and copies of such relating to the Charged Assets to the Loan Provider for inspection on request.

4.2 Loan Provider's power to insure

If the Chargor fails to comply with Clause 4.1 the Loan Provider may (but shall not be obliged to) effect or renew any such insurances as are mentioned in Clause 4.1 either in its own name, in its name and that of the Chargor jointly or in the name of the Chargor with an endorsement of the Loan Provider's interest. Any moneys expended by the Loan Provider in so effecting or renewing any such insurances shall be paid by the Chargor to the Loan Provider on demand.

4.3 Claims and moneys received or receivable

All claims and moneys received or receivable under any such insurances shall (subject to the rights and claims of any lessor or landlord of any part of the Charged Assets) be applied in the repair or reinstatement of the relevant property unless the Loan Provider agrees to a different application.

4.4 Insurance under other agreements

To the extent that any of the Charged Assets are held pursuant to a lease or other agreement the terms of which provide for the lessor or any other person to insure those Charged Assets then the Chargor shall be deemed to be complying with the covenants in this Clause 4 to the extent that the Chargor complies with the relevant provisions of such lease or other agreement.

5 Powers of Loan Provider

5.1 Enforcement

The security created by this Mortgage shall be enforceable as soon as the Loan Provider demands payment of the Secured Obligations following the occurrence of an Event of Default under the Loan Agreement.

5.2 Appointment of Receiver

5.2.1 At any time after this Mortgage has become enforceable, the Loan Provider (whether or not in possession of the Charged Assets and whether or not there is any income arising) may by writing under the hand of any officer or attorney appoint any person or persons to be a Receiver of the Charged Assets and may similarly remove the Receiver and appoint another in his or her stead.

5.2.2 Any Receiver shall be the agent of the Chargor which shall be solely responsible for the Receiver's acts, defaults and remuneration.

5.2.3 If more than one person is appointed as a Receiver then such persons may act jointly and severally unless, in the appointment, the Loan Provider otherwise provides.

5.3 Other powers

At any time after this Mortgage has become enforceable the Loan Provider (whether or not in possession of the Charged Assets and whether or not there is any income arising) and/or any Receiver may without restriction exercise any of the powers set out in Schedule 2 in relation to the Charged Assets (in addition and without prejudice to any other powers conferred upon the Loan Provider and/or any Receiver under or by virtue of this Mortgage, statute or otherwise).

5.4 Exercise of powers

The powers set out in Clauses 5.2 and 5.3 may be exercised:

- (a) by the Loan Provider either as mortgagee (but without incurring liability as mortgagee in possession) or as attorney for, and/or in the name and on behalf of the Chargor; and/or
- (b) by any Receiver for, in the name and on behalf of the Chargor, by any substitute or delegate appointed in writing by the Loan Provider or the Receiver or by any attorney of the Loan Provider or the Receiver (and any such exercise by any such substitute, delegate or attorney shall be treated by the Chargor and shall be effective in all respects as an exercise by the Loan Provider or by the Receiver as the case may be).

5.5 Execution of instruments

The Loan Provider, any Receiver and any such substitute, delegate or attorney may do all acts and things, execute all such deeds, sign all such agreements and enter into or make all such arrangements as may be required or as they may consider necessary or desirable in relation to the exercise of any of the powers conferred upon them by statute or by this Mortgage.

5.6 Taxes and expenses

Any costs, expenses and liabilities (including VAT) incurred by the Loan Provider or by any Receiver in connection with the exercise of any of their powers shall form part of the Secured Obligations.

5.7 Liability

Neither the Loan Provider nor any Receiver nor any such substitute, delegate or attorney shall be obliged or liable in any way to the Chargor or anyone else for the exercise of or failure to exercise any of their powers. The Loan Provider and every Receiver, attorney, manager, agent or other person appointed by the Loan Provider under this Mortgage shall be entitled to be indemnified out of the Charged Assets in respect of all liabilities and expenses incurred by them or him in the execution or purported execution of any of the powers, authorities or discretions vested in them or him under and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted relating to the Charged Assets. The Loan Provider and any Receiver may retain and pay all sums in respect of those liabilities and expenses out of any moneys received under the powers conferred by this Mortgage or by law.

6 Power of attorney

6.1 Appointment

The Chargor appoints the Loan Provider, each and every person to whom the Loan Provider from time to time delegates the exercise of the power of attorney conferred by this Clause and any Receiver for the time being holding office (and any substitute or delegate as such Receiver may appoint in writing) jointly and severally to be its attorney or attorneys and in its name and otherwise on its behalf to do all acts and things and to sign, seal, execute and deliver perfect all deeds, instruments, documents, acts and things which may be required for carrying out any right or power conferred on the Loan Provider and/or any Receiver under this Mortgage or by law.

6.2 Delegation

The Loan Provider shall have full power to delegate the powers conferred on it by this Clause 6 but no such delegation shall preclude the subsequent exercise of those powers by the Loan

Provider itself or the Loan Provider from making a subsequent delegation to some other person and any delegation may be revoked by the Loan Provider at any time.

6.3 Powers by way of security

The powers of attorney granted by this Mortgage are, as regards the Loan Provider and any Receiver (and as the Chargor acknowledges), granted irrevocably and for value as part of the security constituted by this Mortgage to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971.

7 Arrangements and declarations

7.1 Continuing security

7.1.1 This Mortgage and each Charge shall be continuing securities notwithstanding any settlement of account or other matter.

7.1.2 This Mortgage and each Charge shall not be prejudiced or affected by the invalidity of any document or security or by the Loan Provider now or in the future dealing with, exchanging, releasing, modifying, abstaining from perfecting or enforcing any of them or any rights which it may now or in the future have or compounding with any other person liable.

7.2 Tacking

For the purposes of section 94(1) of the Law of Property Act 1925 and Section 49 of the Land Registration Act 2002, the Loan Provider shall make further advances to the Chargor on the terms and subject to the conditions of the Loan Agreement or of any other agreement, whether made before or after the date of this Mortgage, for the provision of credit by the Loan Provider to the Chargor.

7.3 Land Registry

7.3.1 The Chargor certifies that the security created by this Mortgage does not contravene any of the provisions of its constitutional documents.

7.3.2 The Chargor applies to the Land Registrar for the registration against the registered title to the Property of the following:

(a) a restriction 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 is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*insert date of Mortgage*] in favour of The Abbeyfield Society Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its authorised signatory or its conveyancer"; and

(b) a notice that under the provisions of this Mortgage the Loan Provider is under an obligation to make further advances.

7.4 Settlement of other indebtedness

The Loan Provider may settle and pass the accounts of any prior chargee or mortgagee (such settlement to be binding on the Chargor), redeem all or any part of such mortgage or charge or procure the transfer of such mortgage or charge to the Loan Provider.

7.5 Protection of purchasers

No purchaser of the Charged Assets or other person or company shall be bound or concerned to see or enquire whether the right of the Loan Provider or any Receiver to exercise any of its, his or her powers has arisen or become exercisable.

7.6 Law of Property Act 1925

- 7.6.1 Sections 93, 99, 100 and 103 of the Law of Property Act 1925 shall not apply to this Mortgage.
- 7.6.2 The Loan Provider may exercise its rights of consolidation without restriction.
- 7.6.3 The Chargor's power to grant leases is limited in the way set out in Clause 3 and the Loan Provider's power to grant leases is extended in the way set out in Schedule 2.
- 7.6.4 The Secured Obligations shall be repayable (and the Loan Provider's powers of sale and to appoint a Receiver shall arise) on demand.

7.7 Costs

Any costs and expenses incurred and/or moneys paid (including moneys paid to settle or redeem a prior charge pursuant to Clause 7.4 above) by the Loan Provider or any Receiver in or incidental to the exercise of its rights and powers granted by this Mortgage or to remedy any breach by the Chargor of the Chargor's obligations under this Mortgage (including any VAT) shall be costs and expenses properly incurred in relation to this Mortgage and accordingly carry interest and form part of the Secured Obligations.

7.8 Certificate

A certificate by an officer of the Loan Provider as to the amount due from the Chargor to the Loan Provider (including the amount of internal and external costs and expenses) shall be conclusive (except in the case of manifest error) evidence for all purposes against the Chargor.

8 Notices

8.1 Method

Each notice or other communication to be given under this Mortgage shall be given in writing in English and, unless otherwise provided, shall be made by fax or letter.

8.2 Delivery

Any notice or other communication to be given by one party to another under this Mortgage shall (unless one Party has by 10 business days notice to the other Party specified another address) be given to that other Party at the respective addresses notified to each other from time to time.

8.3 Deemed receipt

- 8.3.1 Any notice, demand or other communication given under this Mortgage shall be deemed to have been received:
 - (a) if sent by fax, with confirmed receipt of transmission from the receiving machine, on the day on which transmitted;
 - (b) in the case of a written notice given by hand, on the day of actual delivery; and

- (c) if posted, on the second business day following the day on which it was despatched by first class mail postage prepaid,

provided that a notice given in accordance with the above but received on a day which is not a business day or after normal business hours in the place of receipt shall only be deemed to have been received on the next business day.

9 Deed

This Mortgage is intended to take effect and is executed by the Chargor as a deed.

10 Charity

- 10.1 The Property charged under this Mortgage is held by The Abbeyfield Worcester Society Limited as a charity and this mortgage is not one falling with section 124(9) of the Charities Act, and the restrictions imposed by section 124 of the Charities Act apply.
- 10.2 Subject to section 117(3) of the Charities Act, the restrictions on disposition imposed by sections 117 to 121 of the Charities Act also apply to the Property.

11 Law

This Mortgage and any non-contractual obligations arising in connection with it are governed by and shall be construed in accordance with English law.

Executed as a deed and delivered on the date appearing at the beginning of this Mortgage.

Schedule 1- Property

Description

The freehold property known as land at White Ladies Close, Worcester (being the land which is registered at the Land Registry under title numbers HW49001, HW8124, HW31685, HW21533 and HW150641), a plan of which is attached to this Mortgage as Appendix 1.

Schedule 2 – Powers granted under Clause 5.3

- 1 to enter into, take possession of, collect, get in and manage the Charged Assets and all moneys or proceeds in any way arising from the Charged Assets or any deed, document, right or entitlement affecting the Charged Assets whether directly or indirectly;
- 2 to sell, exchange, surrender, deal with, convert into money and realise the Charged Assets or any estate or interest in them and convey, assign or transfer them subject to such exceptions, reservations and covenants for such consideration (if any) and to such person as the Loan Provider or Receiver decides (and to such end plant, machinery and other fixtures may be severed from the premises containing them);
- 3 to apportion any rent and/or the performance of any obligations;
- 4 to acquire, renew, extend, grant, vary or otherwise deal with such easements, rights, privileges and/or licences;
- 5 to grant (without restriction) any lease or tenancy for any term, whether commencing at once or at any future date, at any or no rent, with or without any premium and generally on such terms as the Loan Provider or any Receiver decides;
- 6 to accept the surrender of any lease or tenancy whether or not for the purpose of enabling a new lease to be granted;
- 7 to give an effectual receipt for any premium payable on any grant or surrender of any lease;
- 8 to exercise, observe and perform for and on behalf of the Chargor any or all of the powers, obligations or duties conferred or imposed on any owner or occupier of property (whether as landlord and/or tenant) at common law or by statute;
- 9 to initiate, oppose, negotiate, participate in, compromise or conclude any review or revision of any rent payable in respect of any lease or tenancy;
- 10 to exercise (whether on the Chargor's behalf or otherwise) any option or right of election available in law to the Chargor or the Loan Provider or any Receiver to waive exemption so that the supplies shall be supplies chargeable or taxable for VAT purposes at the standard or other applicable rate of tax;
- 11 to sign, seal, execute, deliver, complete and perfect all notices and documents as the Loan Provider or the Receiver decides for exercising, observing and performing any of the powers, obligations or duties conferred or imposed on the Chargor hereby or by any statute in respect of the Charged Assets;
- 12 to give receipts for any compensation moneys paid or payable;
- 13 to promote, incorporate, manage and wind up (alone or with others) any company for the purposes of taking a conveyance, transfer, assignment, lease of or other interest in the Charged Assets, to undertake works or to provide services to any occupiers;
- 14 to construct or complete any building (whether or not it is in accordance with any development planned or being carried out at the Property), roads, access ways and services and generally to develop the Property;
- 15 to carry out any work involving furnishing or fitting out or the installation or provision of any plant, machinery, equipment or services;
- 16 to utilise any moneys at any time or from time to time received for the purposes of financing any expenditure at any time or from time to time incurred in connection with, or incidental to, the exercise of any of the powers conferred by this Mortgage in advance of any other payments;

- 17 to continue, commence or undertake any business (whether or not previously carried on by the Chargor);
- 18 to borrow, raise or secure (including creating new mortgages or charges whether or not having priority to this charge) the payment of money which may be required for the exercise of any of the powers conferred by this Mortgage;
- 19 to obtain, renew, extend, amend or otherwise deal with such permissions, consents and/or licences for the benefit of or otherwise connected with or ancillary to the Charged Assets or the use or development of any business undertaken from any of the Charged Assets;
- 20 to agree any variation, modification or determination of any existing deeds or agreements and enter into make or obtain any new agreements, deeds or bonds;
- 21 to employ, staff, solicitors, architects, surveyors, agents, brokers, contractors, workmen, security staff, managers and others and purchase all proper stock and materials;
- 22 to dedicate any part or parts of the Property as a highway;
- 23 to make any change or arrangement as to boundaries with adjoining owners and neighbours to resolve any dispute or to facilitate development;
- 24 to effect and maintain insurance policies (whether against fire, other physical risks, loss of rent, third party or public liability, structural or latent defects or for other indemnity) and to make, prove, negotiate, adjust or enforce any claim on any such policy whether effected by the Chargor, the Loan Provider or any Receiver;
- 25 to take, defend, appeal or otherwise join in any proceedings (including any arbitration or determination of any issue or dispute by an independent expert) concerning or incidental to the Charged Assets;
- 26 to make any arrangement or compromise or enter into any contracts appropriate in connection with the exercise of any of the powers conferred by this Mortgage;
- 27 to do all such other acts and things as the Loan Provider or any Receiver may decide for the management, development or realisation of all or any part or parts of the Charged Assets and/or acts and things incidental or ancillary to the powers conferred by this Mortgage and the exercise of those powers.

Executed as a Deed by
The Abbeyfield Worcester Society Limited
acting by a Director and a Director/Secretary
in the presence of:

)
)
)
)
Director ✓ 

Witness Signature:

Witness Name:

Witness Address:

Director/Secretary 

Witness Signature:

Witness Name:

Witness Address:

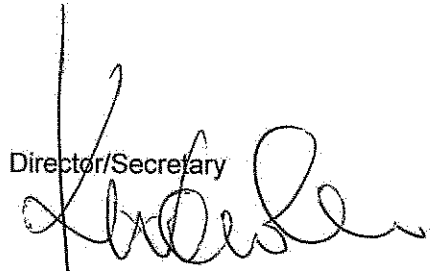

Executed as a Deed by
The Abbeyfield Society
acting by a Director and a Director/Secretary
in the presence of:

)
)
)
)
Director 


Witness Signature:

Witness Name:

Witness Address:

Director/Secretary 


Witness Signature:

Witness Name:

Witness Address:

APPENDIX 1- Plan of Land at White Ladies Close, Worcester

