

MR01

Particulars of a charge

211902/26

Oyez

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 when
instrument Use form

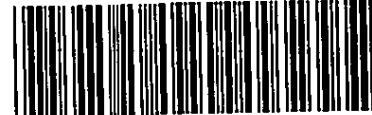
For further information, please
refer to our guidance at

k

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

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

SATURDAY



A15 *A3395RA8* #149
08/03/2014
COMPANIES HOUSE

1 Company details

Company number 1 4 8 0 5 6 1 ✓
Company name in full Woodcock Construction Limited ✓

For official use
Filing 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 2 6 0 2 2 0 1 4 ✓

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

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

Name Peninsula Finance Plc ✓

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

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Description

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

Continuation page

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

Description

By way of legal mortgage of all legal interest in Branksome Chambers, Branksome Wood Road, Fleet, Hampshire GU5 4JS registered at the Land Registry with title number HP601148 ✓

5

Fixed charge or fixed security

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

☒ Yes ✓

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to Section 7 ✓

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

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Trustee statement ^①

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

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X

CA

X

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

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Particulars of a charge



Presenter information

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

Contact name

Lucy Hall

Company name

Gill Akaster LLP

Address

25 Lockyer Street

Plymouth

Devon

Post town

County/Region

Postcode

P L 1 2 Q W

Country

DX

DX 8284 - Plymouth 2

Telephone

01752 203508



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 enquires@companieshouse.gov.uk

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



DX

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1480561

Charge code: 0148 0561 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th February 2014 and created by WOODCOCK CONSTRUCTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th March 2014

Given at Companies House, Cardiff on 12th March 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 26 February 2014

WOODCOCK CONSTRUCTION LIMITED

- and -

PENINSULA FINANCE PLC

FIRST LEGAL MORTGAGE

of property at Branksome Chambers, Branksome Wood Road,
Fleet, Hampshire GU51 4JS

(BUSINESS PROPERTY)

If the Mortgagor is a company, register this at Companies House
within 21 days of execution

We hereby certify this to be a true
and exact copy of the original

GILL AKASTER

Gill Akaster, Solicitors

6.3.2014

FORM OF CHARGE FILED AT H M LAND REGISTRY UNDER REFERENCE
MD773H

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LAND REGISTRATION ACT 2002

HM LAND REGISTRY

ADMINISTRATIVE AREA : HAMPSHIRE

TITLE NUMBER : HP601148

THIS DEED OF LEGAL MORTGAGE is made on *26 February* 2014

BETWEEN

- (1) **The Mortgagor** : WOODCOCK CONSTRUCTION LIMITED (registered in England and Wales with company number 1480561) whose registered office is at Branksome Chambers, Branksomewood Road, Fleet, Hampshire GU51 4JS and
- (2) **The Mortgagee** : PENINSULA FINANCE PLC (registered in England and Wales with company number 4385846) whose registered office is at 26 Lockyer Street, Plymouth PL1 2QW;

BACKGROUND

- 0.1 Subject to this Deed being executed the Mortgagee has agreed to provide finance to the Mortgagor.
- 0.2 The Mortgagor is the registered proprietor of premises being the land described in the Schedule below ("the Property").
- 0.3 The Mortgagor has agreed to grant a legal mortgage to the Mortgagee over the Property as security in the manner provided in this Deed.

OPERATIVE PROVISIONS

1. Definitions

In this Deed the following words and expressions shall have the following meanings for all purposes:

- Interest** : Means interest at the rate from time to time agreed in writing between the Mortgagor and the Mortgagee in relation to the Secured Obligations;
- Receiver** : means a receiver or receiver and manager appointed by the Mortgagee under or in relation to this Deed;
- the Property** means the land and buildings on it described in the Schedule below, all fixtures and fittings now or at any

time in the future on the Property, all the interest of the Mortgagor in the Property and the proceeds of sale of it, the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings, warranties, insurances and rights relating to the Property, and the goodwill of the Mortgagor in relation to any business at any time carried on at the Property.

Secured Expenses : means all legal and other costs, charges, damages and expenses (including any value added tax and on a full indemnity basis) at any time incurred by the Mortgagee or any Receiver in relation to this Deed or the Property or the Secured Obligations or in protecting, defending, preserving, enforcing or exercising or attempting to enforce or exercise any security or power under this Deed and/or in ensuring compliance with any of the obligations of the Mortgagor under this Deed together with Interest on such amounts from the date they are incurred until payment;

Secured Obligations : means all indebtedness, monies, obligations and liabilities which are now or at any time in the future are or become due, owing or incurred by the Mortgagor to the Mortgagee of any kind whether incurred alone or jointly with another and whether as principal, surety or guarantor, actual or contingent and all Secured Expenses and (without prejudice to any other agreement for the payment of interest) Interest on all such amounts from the date of demand until payment

2. Agreement by the Mortgagor to pay the Mortgagee

- 2.1 The Mortgagor agrees to pay to the Mortgagee the Secured Obligations and each part thereof at the time or times agreed between the Mortgagor and the Mortgagee from time to time in writing. If no specific times for payment are agreed in writing the Mortgagor agrees to pay the Secured Obligations to the Mortgagee on demand.
- 2.2 If repayment of only part of the Secured Obligations is demanded then further demands may also be made by the Mortgagee for the balance of the Secured Obligations.

3. Legal mortgage

- 3.1 As security for its covenant in Clause 2 the Mortgagor as beneficial owner, and with full title guarantee, charges in favour of the Mortgagee by way of legal mortgage all that the Property.

- 3.2 If the Mortgagor shall on any day which is at least one month after the date of this Legal Mortgage pay to the Mortgagee all Secured Obligations in accordance with the covenants contained in this Deed (whether certain or contingent and whether or not accrued due) then the Mortgagee will at the request and cost of the Mortgagor discharge this security.

4. Covenants by the Mortgagor

- 4.1 The Mortgagor will observe and perform all covenants obligations restrictions and agreements affecting the Property or title to it including (but not limited to):

4.1.1 in the case of registered land all such matters as are contained or referred to in the register of title; and

4.1.2 in the case of leasehold title all such matters as are contained or referred to in the Lease under which the Property is held and any superior lease. In the case of leasehold title the Mortgagor will not surrender or vary the Lease under which the Property is held and any superior lease.

- 4.2.1 The Mortgagor will insure and keep insured the Property in its full reinstatement value and with an insurer authorized to operate in the United Kingdom and approved by the Mortgagee against risks approved by the Mortgagee (which shall include fire theft subsidence heave flood loss of profit and business interruption insurance) making a note of the interest of the Mortgagee on the policy together with a loss payee clause in favour of the Mortgagee. Any approval by the Mortgagee shall not be taken to be an acceptance by the Mortgagee that the cover is adequate.

- 4.2.2 The Mortgagor will pay promptly all premiums and perform all other acts necessary to keep such policy on foot and not cause or permit or suffer the policy to become void voidable or unenforceable or anything which may entitle the insurer to withhold suspend or reduce payments under the policy; to produce the policy and all endorsements and evidence of payment of all premiums to the Mortgagee on demand.

- 4.2.3 The Mortgagor will hold all insurance monies received on trust for the Mortgagee and apply the same in repair or replacement of the Property or in or towards payment of the liabilities of the Mortgagor to the Mortgagee.

- 4.3 The Mortgagor will not permit any distress or levy of execution on the property or any part of it.

- 4.4 The Mortgagor will not grant any lease tenancy licence or similar of the Property or any part of it without having obtained the prior written consent of the Mortgagee. The statutory powers of leasing and accepting surrenders of leases conferred on the Mortgagor as mortgagor in possession are excluded.

- 4.5 The Mortgagor will notify the Mortgagee immediately of any notice or requirement or demand served or issued in respect of the Property or any

activity on it and to supply full details of it to the Mortgagee and not to respond to any such notice without the prior consent of the Mortgagee

- 4.6 The Mortgagor will promptly pay all outgoings in respect of the Property.
- 4.7 The Mortgagor will notify the Mortgagee of any writ or summons served on or issued against the Mortgagor in respect of the Property or any business carried on at the property or otherwise.
- 4.8 The Mortgagor will observe the provisions of the Town and Country Planning Act 1990 and the Planning and Compensation Act 1990 and any amendment or replacement of them and all regulations made under them, and all planning and building regulations by laws and other requirements of any other planning authority or similar.
- 4.9 The Mortgagor will put and keep the Property and all plant and machinery on it in good and substantial repair and condition to the satisfaction of the Mortgagee.
- 4.10 The Mortgagor will not undertake the following without the prior written consent of the Mortgagee (such consent not to be unreasonably withheld where the alteration or addition is an improvement to the Property which does not reduce its value, and where the Mortgagor supplies to the Mortgagee such information as it may reasonably require):
 - 4.10.1 to carry out any structural alterations or additions to the Property;
 - 4.10 2 to conduct or permit any demolition or waste of the Property or any part of it or any change of user;
 - 4.10 3 to allow any item brought onto the Property (including goods acquired under a hire purchase or lease agreement or similar) to be affixed to the Property or to become a fixture. If the Mortgagor shall allow any such item to be brought onto the Property and it shall be affixed to the Property or become a fixture then ownership of that item shall vest in the Mortgagee and the Mortgagor must immediately notify the Mortgagee in writing of that fact, but the Mortgagee shall not be liable for any loss or damage to that item or any loss or damage arising from that item or its use and the Mortgagor will indemnify the Mortgagee in respect of any claim for such.
- 4.11.1 Provided that the Mortgagee has given reasonable advance notice of its intention to exercise such right (except in the case of emergency) the Mortgagor will permit the Mortgagee and its agents employees and persons authorised by it to enter the Property at any time to view their state of repair and condition. The Mortgagee may notify the Mortgagor of any lack of repair or defect and, if the Mortgagor shall not promptly remedy such and comply with its obligations under 4.9, then the provisions of clause 4 11 2 shall apply. If the Mortgagee in its discretion considers action as described in 4.11.2 is necessary as a matter of urgency, then the provisions of clause 4.11.2 shall apply without the need for prior notice by the Mortgagee to the Mortgagor;

- 4.11.2 Any of such persons may enter the Property and repair and make good any defects in the Property resulting from or which constitute a breach of covenant under this Deed by the Mortgagor. If the Mortgagee acts under this provision it shall not be or be deemed to be a mortgagee in possession or accountable as such. The Mortgagor shall indemnify the Mortgagee in respect of any such expenditure on demand.
- 4.12 The Mortgagor will conduct any business currently carried on at the Property in a prudent and businesslike manner; and will not cease or diminish such business; and will obtain and maintain all necessary licences to conduct such business
- 4.13 The Mortgagor will comply with all legislation for the time being in force (including circulars guidance notes and codes of practice) regulating the Property or any business carried on at the Property or the carrying on of any process or activity on the Property and any emissions from and all waste produced by such process or activity whether covering the protection of human health, the workplace, the environment or the provision of energy. Such legislation shall include without limitation the Health and Safety at Work Etc Act 1974, The Control of Pollution Act 1974, the Environmental Protection Act 1990, the Water Acts 1945 - 1989, Clean Air Acts 1956 and 1968, the Planning Hazardous Substances Act 1990, the Public Health Acts, the Food Act 1990 and any European Community legislation, and any other instrument, plan, regulation, permission or direction made or issued under such legislation or deriving validity from such legislation.

5. Warranties by the Mortgagor

The Mortgagor warrants to the Mortgagee as follows:

- 5.1 That the Property is free from prior encumbrances (including but not limited to any mortgage or charge);
- 5.2 That (if the Mortgagor is a company) the Mortgagor does not know of any act or omission or event which had it been brought to the notice of the Mortgagee prior to the date of this Deed ought reasonably to have been considered by the Mortgagor as likely to affect the decision of the Mortgagee as to the provision of financial accommodation to the Mortgagor;
- 5.3 That the Mortgagor will notify the Mortgagee of any change in control of the Mortgagor ("control" having the meaning given in Section 840 of the Income and Corporation Taxes Act 1988) or of issue of any further shares in the Mortgagor or of any change in the directors of the Mortgagor or of any proposal for any such thing;
- 5.4 That the Mortgagor and (if the Mortgagor is a company) no director secretary shadow director manager or shareholder of the Mortgagor has been convicted of a criminal offence (other than a motoring offence not resulting in imprisonment).

6. Default by the Mortgagor concerning insurance etc

- 6.1 If at any time the Mortgagor shall not keep the Property in such state of repair as specified in clause 4.9 above, the Mortgagee may (but without being under any obligation to do so) put or keep the Property in repair (with power to enter on the Property for that purpose).
- 6.2 If at any time the Mortgagor do not effect or maintain the insurances as specified in clause 4.2 above, or produce any policy or policies or receipt (or other evidence as specified in clause 4.2 above) to the Mortgagee, the Mortgagee may (but without being under any obligation to do so) insure and keep the Property insured in any sum which the Mortgagee may think expedient.
- 6.3 If the Mortgagor shall not pay all or any amount which they have covenanted to pay under clause 4.2 above, the Mortgagee may pay such amount as agent for the Mortgagor (but without being under any obligation to do so).
- 6.4 If the Mortgagor shall have failed to deliver on demand as specified above the policy or policies or current premium receipt (or other evidence as specified above) in respect of the Property the Mortgagee shall be entitled to assume that the Mortgagor has made default in insuring the Property in accordance with clause 4.2.
- 6.5 All amounts paid and costs incurred by the Mortgagee under the provisions of clause 4.2 shall be deemed to be properly paid and incurred by the Mortgagee, and the Mortgagor will reimburse on a full indemnity basis such amounts to the Mortgagee immediately upon demand.

7. Interest of occupier

- 7.1 The Mortgagor warrants that there is no person in occupation of the Property on the date of this Deed and that there will be no such person on the date of registration of this Deed at HM Land Registry, other than:

7.1.1 the Mortgagor; and

7.1.2 any infant children of the Mortgagor who have no interest in the Property or the proceeds of sale of it; and

7.1.3 the persons (if any) identified in the schedule

8. Enforcement of legal mortgage and power of sale

- 8.1 Without limitation or prejudice to any prior event causing such, the mortgage under clause 3 above shall be enforceable, and the power of sale and other powers conferred by section 101 of the Law of Property Act 1925, as varied or extended by this Deed each arise on the date of this Deed and, shall be immediately exercisable at any time after a notice demanding payment of and/or discharge and/or provision for any monies secured by this Deed shall have been served by the Mortgagee on the Mortgagor or a Receiver has been appointed under this Deed. Section 103 of the Law of Property Act 1925

shall not apply to this Deed and any such sale may be made on such terms as the Mortgagee or any Receiver appointed under this Deed may think fit.

- 8.2 In addition to the powers conferred on it by the Law of Property Act 1925 the Lender shall have an unrestricted power to grant and accept surrenders of leases in respect of the Property.

9. Appointment of receiver and enforcement

- 9.1 (a) At any time after the Mortgagee shall have demanded repayment of any money or liability secured by this Deed or at any time after the mortgage under Clause 3 shall have become enforceable the Mortgagee may in writing appoint such person or persons as the Mortgagee thinks fit to be a Receiver or Joint Receivers or Several Receivers or Joint and Several Receivers of the Property and all of the other assets rights and properties assigned mortgaged or charged and or pursuant to this Mortgage hereinafter referred to as the Mortgaged Assets to act in the case of two or more Receivers jointly and severally or jointly and severally in relation to any part of the Mortgaged Assets to the extent permitted by law similarly to remove any such Receiver and to appoint another or others in its place.
- (b) If the Mortgagee excludes any part of the Mortgaged Assets from the appointment of a Receiver, the Mortgagee may subsequently extend that appointment (or that of any Receiver replacing such Receiver) to such excluded part of the Mortgaged Assets.
- 9.2 Any such Receiver may in the name or on behalf and at the cost of the Mortgagor or at his option in the name of the Mortgagee (but only with the specific approval in writing of the Mortgagee) or at his option in his own name (and in any case notwithstanding any bankruptcy, death, mental incapacity, administration or liquidation of the Mortgagor) do or omit to do anything which the Mortgagor could do or omit to do in relation to the Mortgaged Assets or the Chattels or any furniture stock goods movable plant machinery implements utensils and equipments now or from time to time placed on or used in or about (but not forming part of the Property) hereinafter referred to as the Chattels or any of them and (in addition) may exercise in relation thereto all or any of the powers specified in Schedule 1 to the Insolvency Act 1986 (notwithstanding that the Receiver may not be an administrative Receiver and notwithstanding that the Mortgagor may not be or include a company), and in particular (but without prejudice to the generality of the foregoing) any such Receiver may:
- (a) deal with, take possession of, cultivate, collect and get in the Mortgaged Assets or the Chattels;
- (b) carry on, manage, develop or diversify or concur in carrying on, managing, developing or diversifying any business of the Mortgagor at any time carried on by the Mortgagor at the Mortgaged Property and for any of those purposes receive, retain or use any Chattels and any proceeds, books or records of such business and carry out or complete (with or without modification) on the Mortgaged Property

any works of demolition, building, repair, construction, furnishing or any project or development in which the Mortgagor was engaged,

- (c) raise or borrow any money from or incur any other liability to the Mortgagee or any other person and on such terms as to interest or otherwise and with or without security as such Receiver may think expedient and so that any such security may, with the prior consent of the Mortgagee, be or include a charge on the Mortgaged Assets ranking either in priority to or pari passu with or after the security hereby created;
- (d) forthwith and without the restriction imposed by section 103 of the Law of Property Act 1925 sell, realise, dispose of or concur in selling, realising or disposing of (but where necessary with the leave of the Court) and without the need to observe any of the provisions of Sections 99 and 100 of the said Act let or concur in letting or surrender or concur in surrendering or accept surrenders of leases or tenancies of all or any part of the Mortgaged Assets;
- (e) carry any sale, exchange, realisation, disposal, lease, tenancy or surrender of the Mortgaged Assets into effect by conveying, transferring, assigning, leasing, letting, surrendering or accepting surrenders in the name and on behalf of the Mortgagor (or other the estate owner) and so that covenants and contractual obligations may be granted in the name of and so as to bind the Mortgagor (or other estate owner) so far as such Receiver may consider it necessary, appropriate or expedient for the exercise of the powers conferred by this Mortgage so to do. Any such sale, exchange, realisation, disposal, lease or tenancy may be for cash, debentures or other obligations, shares, stock or other valuable consideration and may be payable in a lump sum or by instalments spread over such period as such Receiver shall think fit and so that any consideration received or receivable shall forthwith be and become charged with the payment of the Secured Obligations. Plant, machinery and other fixtures may be severed and sold separately from the premises containing them without the consent of the Mortgagor being obtained thereto,
- (f) apply for and obtain any approval, permission, consent and licence (including any Environmental Licence, planning permission and building regulation approval), enter into and perform contracts and arrangements, purchase materials and incur any type of obligation;
- (g) take any proceedings in relation to the Mortgaged Assets in the name of the Mortgagor or otherwise as may seem expedient including (without prejudice to the generality of the foregoing) proceedings for the collection of rent in arrears at the date of his appointment;
- (h) enter into any agreement or make any arrangement or compromise as such Receiver shall think expedient in respect of the Mortgaged Assets or the Chattels;

- (i) exercise the Mortgagor's rights under any rent review clause in respect of the Mortgaged Property or grant or apply for any new or extended tenancy thereof;
- (j) exercise all or any of the powers conferred by clause 10 and repair, renew or improve any Chattels used by such Receiver for the purposes of any business of the Mortgagor at any time carried on at the Mortgaged Property;
- (k) insure the Mortgaged Assets and the Chattels and maintain or renew any insurance of the same in such a manner as such Receiver shall think fit or as the Mortgagee shall from time to time direct;
- (l) appoint managers, agents, officers and employees for any of the aforesaid purposes at such salaries and for such periods as such Receiver may determine and dismiss any of the same;
- (m) adopt any contracts of employment entered into between the Mortgagor and any employees of the Mortgagor with such variations to the contract as such Receiver may think fit and dismiss any such employees,
- (n) cause the Mortgagor to grant such powers of attorney or appoint agents for any of the aforesaid purposes as such Receiver may from time to time think expedient;
- (o) do all such things as may be thought necessary for the management of the affairs, business and property of the Mortgagor;
- (p) grant, vary and release covenants and other rights over the Mortgaged Property and impose, vary or release covenants affecting the Mortgaged Property and agree that the Mortgaged Property may be subject to easements and covenants;
- (q) purchase any freehold and leasehold properties and other capital assets if such Receiver considers it would be conducive to realisation of the Mortgagee's security to do so; and
- (r) do all such other things as may from time to time be considered by such Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the realisation of the Mortgagee's security or the exercise of his functions as Receiver.

9.3 Sub-section 109(8) of the Law of Property Act 1925 shall not apply and all money received by such Receiver shall be applied.

- (a) first in payment of his remuneration and the costs of realisation including all costs and expenses of or incidental to any exercise of any power hereby conferred;

- (b) secondly (if such Receiver thinks fit, but not otherwise) in or towards payment of all or any of the matters referred to in paragraphs (i), (ii), (iii) and (iv) of Sub-section 109(8) of the Law of Property Act 1925 as he in his absolute discretion shall decide;
 - (c) thirdly (subject to the rights (if any) of the holder(s) for the time being of the Prior Mortgage(s) and when so required) in or towards satisfaction of the Secured Obligations.
- 9.4 Any such Receiver shall be deemed to be the agent of the Mortgagor who alone shall be responsible for his acts or defaults and for his remuneration.
- 9.5 Any such Receiver shall be entitled to remuneration for his services and the services of his firm at a rate or rates or in an amount or amounts as may from time to time be agreed between the Mortgagee and such Receiver or (in default of agreement) as may be appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by such Receiver in accordance with the current practice of such Receiver or his firm and without in either such case being limited by the maximum rate specified in Section 109(6) of the law of Property Act 1925.
- 9.6 If the Mortgagee shall appoint more than one Receiver the powers given to a Receiver hereby and by statute shall be exercisable by all or any one or more of such Receivers and any reference in this Mortgage to "Receiver" shall be construed accordingly.
- 9.7 The powers conferred by this clause 9 shall be in addition to all powers given by statute to the Mortgagee or to any such Receiver.
- 9.8 Only money actually paid by such Receiver to the Mortgagee shall be capable of being applied by the Mortgagee in or towards satisfaction of the Secured Obligations.
- 9.9 Where the expression "Mortgagor" is or includes an individual, the powers conferred on a Receiver by this clause 9 shall have effect only in so far as such power would not give rise to a bill of sale.

10. Power to deal with chattels

The Mortgagor appoints the Mortgagee and any Receiver appointed by the Mortgagee to be the agent of the Mortgagor to deal with all moveable plant, machinery, implements, utensils, furniture, chattels, goods and equipment now or at any time after the date of this Deed from time to time placed on or used in or about the Property or in connection with the Property as the Mortgagee or such Receiver thinks fit but that the power given under this Clause 10 is not and shall not be deemed to be a charge over the said assets and is limited in its scope and effect to ensure that it does not fall within the definition of a bill of sale as defined by the Bills of Sale Acts 1878 and 1882

11. Continuing security etc.

- 11.1 This security shall be a continuing security and shall not be considered satisfied, redeemed or discharged by any intermediate payment or satisfaction of the whole or any part of the monies owing or incurred by the Mortgagor to the Mortgagee.
- 11.2 The security created by this Deed is in addition to any other security or securities which the Mortgagee now holds or may from time to time acquire from the Mortgagor or any other person and shall not in any way prejudice any of those securities.
- 11.3 All rights remedies and powers of the Mortgagee under this Deed will be in addition to and shall not limit those conferred on the Mortgagee by any other deed or agreement or implied by law.
- 11.4 Any money received (by the Mortgagee or any Receiver) under or in connection with the security of this Deed may be placed to the credit of a suspense account (with or without interest) for so long as the Mortgagee or any Receiver shall think fit with a view to preserving the right of the Mortgagee to prove against the Mortgagor for all monies and liabilities owing.

12. Indemnity

- 12.1 The Mortgagor will indemnify and keep indemnified the Mortgagee against any loss that it may suffer as a result of any breach of obligation or warranty by the Mortgagor including all claims actions charges damages proceedings and other liabilities; and further.
- 12.2 The Mortgagor will indemnify and keep indemnified the Mortgagee against any loss that it may suffer as a result of any breach of obligation covenant or warranty by the Mortgagor including all claims actions charges damages proceedings and other liabilities; and further will indemnify the Mortgagee and any Receiver appointed under the terms of this Deed, in respect of all costs and expenses (including legal expenses) incurred by the Mortgagee or, as the case may be, its Receiver, in recovering possession of the Property from the Mortgagor or any other person.
- 12.3 The Mortgagor will indemnify the Mortgagee, and as a separate covenant any Receiver appointed by the Mortgagee, on demand against all existing and future rents rates taxes duties charges assessments impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether of the nature of capital or revenue and even though of a wholly novel character) now or at any time payable in respect of the Property or by the owner or occupier of it, and until payment by the Mortgagor the Property shall stand charged with the amounts so to be paid but the Mortgagee shall not be deemed to have taken possession of the Property by reason of such payments.
- 12.4 The Mortgagor will indemnify the Mortgagee in respect of all legal costs and disbursements (including land registry fees) incurred by the Mortgagee in

connection with the negotiation preparation and registration of this Deed and any facilities secured by it.

13. Service of notices

- 13.1 A notice (including any writ or summons) may be served by the Mortgagee or any Receiver appointed by the Mortgagee on the Mortgagor by leaving it at, or by sending it through the post in a pre-paid letter addressed to the Mortgagor:

13.1.1 at the address of the Mortgagor shown above, or

13.1.2 (if the Mortgagor shall be a company) at the registered office address of the Mortgagor for the time being.

- 13.2 Any notice served by post shall be deemed to have been served at 10 am on the day following (or if that day following is a Sunday then on the Monday immediately after) that on which it is posted; unless the notice shall be posted after the time at which the last post collection is made in which case it shall be deemed to be served at 10 am on the second day following. In proving service of any such notice it shall be sufficient to prove that the envelope containing the notice was properly addressed and stamped and put in the post by way of recorded delivery or registered letter. A demand or notice so addressed and posted to the Mortgagor shall be effective notwithstanding that it be returned undelivered.

- 13.3 Any notice served personally on the Mortgagor in accordance with Clause 13.1 above will be deemed to be served at the time when it is left at such place as is described in Clause 13.1.

- 13.4 Any notice may be served on the Mortgagor by telefax to the telefax number (if any) shown in the Schedule below (or such other telefax number as the Mortgagor may notify in writing to the Mortgagee for this purpose) provided that such notice is put in the post addressed to the Mortgagor as described in Clause 13.1 above within 24 hours following despatch by telefax. Such notice so served by telefax will be deemed to be served on the Mortgagor at the time of transmission by telefax.

- 13.5 The methods of service described in this Clause 13 will not affect the validity of any other effective method of service.

14. Power of Attorney and covenant for further assurance

- 14.1 As security for the performance of its obligations and liabilities under this Deed the Mortgagor irrevocably appoints the Mortgagee and any Receiver appointed by the Mortgagee the attorney of the Mortgagor to execute in the name of the Mortgagor all deeds and documents and perform all acts requiring to be performed by the Mortgagor under this Deed. This will include payment of any insurance premiums, any legal fees (including solicitors' and barristers' costs and court fees) or any taxes payable by the Mortgagor and any such cost of the Mortgagor shall forthwith be recoverable

by the Mortgagee from the Mortgagor and shall form part of the liabilities secured by this Deed.

14.2 The Mortgagor undertakes to execute and (if appropriate) register such deeds and documents and perform such acts as the Mortgagee or any Receiver appointed by the Mortgagee may consider necessary or desirable for the purpose of vesting in the Mortgagee or in the Receiver legal title to the Property or otherwise perfecting the security of the Mortgagee under this Deed.

14.3 The power of attorney granted by this Deed is to secure the performance of obligations owed to the donee within the meaning of the Powers of Attorney Act 1971.

15. Indulgence

15.1 The Mortgagee may at any time without discharging or in any way affecting the security created by this Deed or the rights of the Mortgagee against the Mortgagor under this Deed:

15.1.1 Grant to the Mortgagor or to any other person any time or indulgence or come to any arrangement or composition with or agreement not to sue any other person, including any person for whose liability the Mortgagor is a surety; and

15.1.2 Exchange, release, notify, deal with or abstain from perfecting or enforcing any securities or guarantees or other rights which it may now have or in the future acquire from or against the Mortgagor or any other person.

15.2 No delay or omission of the Mortgagee to exercise any right or power granted by this Deed shall impair any such right or power to be construed as a waiver of or acquiescence in any default by the Mortgagor and no express waiver given by the Mortgagee in relation to any default by the Mortgagor shall prejudice the rights of the Mortgagee under this Deed. The granting of any consent by the Mortgagee will not prejudice the right of the Mortgagee to grant or withhold as it thinks fit its consent to anything similar.

16. Consolidation

The restriction on the right of consolidation in Section 93 of the Law of Property Act 1925 shall not apply to this security.

17. Set off

In addition to all other contractual, security or general rights of set off or consolidation of accounts, the Mortgagee will have the right (both before and after demand or the appointment of a Receiver under this Deed) to debit any account of the Mortgagor with any amount paid by the Mortgagee which the Mortgagor has agreed under this Deed to reimburse to the Mortgagee.

18. Disclosure

The Mortgagee may disclose and supply any information relating to the Mortgagor or the Property or to the matters referred to in this Deed to any trade register or credit reference agency, or to any company or person associated with the Mortgagee or to any other person for the purposes of the business of the Mortgagee.

19. Joint and several covenants

- 19.1 If the Mortgagor is more than one person then all covenants and liabilities on their part shall be joint and several
- 19.2 All covenants given by the Mortgagor given with any other person are given jointly and severally and their liability is joint and several.

20. Application to regulated agreements

- 20.1 This security will not extend or apply to liability under any present or future regulated consumer credit agreement or regulated consumer hire agreement unless:
- 20.1.1 this security is specified as security in any document embodying the regulated agreement, or
- 20.1.2 the regulated agreement is a debtor-creditor agreement enabling the debtor to overdraw on current account and as a result of a determination made under Section 74 of the Consumer Credit Act 1974 ("the Act") is excluded from the provisions of Part V of the Act (except Section 56 of the Act).
- 20.2 If this security does extend and apply to any present or future regulated agreement by reason of 20 1.1 above:
- 20 2.1 The Mortgagee will not make demand for any payment of the principal money or interest owing under such regulated agreement unless and until it is entitled to do so under the terms of this Deed, and
- 20.2.2 if in relation to any regulated agreement there is a conflict between the provisions of the regulated agreement and the provisions of this security the provisions of the regulated agreement shall prevail.
- 20 3 Expressions defined in the Act shall bear the same respective meanings where used in this clause 20.

21. Exclusion of liability

The Mortgagee, its Receiver, and their respective delegates and sub-delegates, will not be liable to account to the Mortgagor for anything except the Mortgagee's own actual receipts or be liable to the Mortgagor for any loss or damage arising from any realisation by the Mortgagee, its

Receiver, delegates or sub-delegates of the Property or for any act, default, omission or negligence of any of the same in relation to the Property.

22. Restriction at HM Land Registry

22.1 The Borrower applies to the Chief Land Registrar to enter on the Register the following Restriction: -

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of Peninsula Finance Plc referred to in the charges register "

22.2 Where there is one or more person named as 'Occupier' in the Schedule, the Mortgagor and the Occupier apply to the Registrar for a notice to be entered on the register of title to the Property noting the agreement under the Deed(s) of Consent executed by the Occupier today.

23. Choice of law and jurisdiction

This Deed and the rights under it shall be construed in accordance with English Law, and the English courts shall have non-exclusive jurisdiction

24. Construction

References in this Deed to the singular include the plural, and to any gender include all other genders. The index and clause headings are for reference only and will not affect the construction of this Deed.

25. Miscellaneous

25.1 Assignment

The Mortgagee shall be entitled to assign its interest in the security created by this Deed and its rights against the Mortgagor to such person as it wishes.

25.2 Severance

If any provision (or part) of this Deed shall be found by a court or competent authority to be void or unenforceable, the invalidity or unenforceability of that provision (or the part concerned) shall not affect the other provisions of this Deed (including the part of the provision not affected) which shall remain in full force and effect.

25.3 Reference to statutory provision

Any reference in this Agreement to a statutory provision means that provision as amended or re-enacted where appropriate.

25.4 Independent security

The security created by this Deed shall be in addition to, and independent of, every other security which the Mortgagee may at any time hold from the

Mortgagor or in respect of the liabilities of the Mortgagor. No prior security held by the Mortgagor over the Property or any part of it shall merge with the security created by this Deed.

25.5 Effect of unenforceable security

This Deed and the security created by it shall not be discharged or affected by the total or partial invalidity or unenforceability of, or any irregularity or defect in, any security which the Mortgagee may hold from the Mortgagor or in respect of the liabilities of the Mortgagor. The Mortgagor agrees to indemnify the Mortgagee against all loss arising from any legal limitation, disability or lack of capacity of the Mortgagor or any person acting (or purporting to act) on behalf of the Mortgagor.

25.6 Security for sole benefit of the Mortgagee

This Deed and the security created in it shall cover the full amount of the monies and liabilities from time to time owing by the Mortgagor. For so long as the security created by this Deed remains in effect the Mortgagor will not be entitled to share in or succeed to or benefit from (by subrogation or otherwise) any rights which the Mortgagee may have or any security which the Mortgagee may hold or the whole or any part of the proceeds of any such matter.

26. Notice of subsequent charge

- 26.1 If the Mortgagee receives notice of any subsequent charge or other security interest affecting the Property then the Mortgagee may open a new account or accounts for the Mortgagor.
- 26.2 If the Mortgagee does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received notice under clause 26.1 above, and as from that time, all payments made by the Mortgagor to the Mortgagee shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount due from the Mortgagor to the Mortgagee at the time when it received the notice.

EXECUTED AND DELIVERED as a deed by the Mortgagor on the date first shown above

THE SCHEDULE

The Property: The freehold property registered at HM Land Registry under Title No HP601148 known as Branksome Chambers, Branksomewood Road, Fleet, Hampshire GU51 4JS

The Telefax number of the Mortgagor (Clause 13.4)

The Occupiers (If any) (see clause 7)



The Mortgagor confirms that the only persons in occupation of the Property are themselves and:

Name	Relationship to Mortgagor	Date of birth (if under 18)
Lloyds Pharmacy Limited	Tenant	
Joanne Caron Moody	Tenant	

EXECUTED and DELIVERED as a DEED

By **WOODCOCK CONSTRUCTION LIMITED**

Acting by its authorised officers:

 Director
 .. Director/Secretary