

MR01

Particulars of a charge

518013/23

Oyez



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

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You may not use this form to
register a charge where the
instrument Use form MR08

THURSDAY



A30

A5LEZWSQ

08/12/2016

#434

COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original

1 Company details

Company number 0 2 1 7 8 7 8 3
Company name in full Tower Pension Trustees 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 0 6 1 2 2 0 1 6

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 Lancer Scott 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

Brief description

Hanham Hall, Hanham, Bristol

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

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

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

☒ Yes

☐ No

8

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 *Gregg Publishing Ltd on behalf of the borrower* X

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

Company name

Gregg Latchams Limited

Address

7 Queen Square

Bristol

Post town

County/Region

Postcode

B

S

1

4

J

E

Country

DX

DX 7845 - Bristol

Telephone

0117 906 9403

**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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2178783

Charge code: 0217 8783 0740

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th December 2016 and created by TOWER PENSION TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2016.

A handwritten signature, possibly 'Dx', in black ink.

Given at Companies House, Cardiff on 14th December 2016



Companies House



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

Dated ... 6 December ... 2016

**Tower Pension Trustees Limited (as trustee of the Curtis Banks Full SIPP
– M Fitzpatrick) and Colston Trustees Limited, Terry Hosier and Lisa
Hosier (as Trustees of the Ashton Consultants Pension Scheme)**

- and -

Lancer Scott Limited

**Legal Mortgage of Property Securing Specific
Monies (own Liability)**

Certified as a true copy of the original

This 6 day of December 2016

.....Gregg Latchams Limited.....
Gregg Latchams Limited



Gregg
Latchams
Solicitors

Bristol Office: 7 Queen Square, Bristol BS1 4JE
London Office: Milner House, 14 Manchester Square, London W1U 3PP

T: +44 (0)117 906 9400
F: +44 (0)117 906 9401
www.gregglatchams.com
enquiries@gregglatchams.co.uk

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This Agreement is made on..... 6 December2016

Parties

- (1) **TOWER PENSION TRUSTEES LIMITED** (incorporated and registered in England and Wales under company registration number 02178783), the registered office of which is at 3 Temple Quay, Temple Back East, Bristol BS1 6DZ (in its capacity as trustee of the Curtis Banks Full SIPP – M Fitzpatrick) **COLSTON TRUSTEES LIMITED** (incorporated and registered in England and Wales under company registration number 06867955), the registered office of which is at of 3 Temple Quay, Temple Back East, Bristol BS1 6DZ **TERRY HOSIER** and **LISA HOSIER** both of Crossways, Courtlands Lane, Bristol BS3 2JS (in their capacity as trustees of the Ashton Consultants Pension Scheme) ("the **BORROWER**"); and
- (2) **LANCER SCOTT LIMITED** Incorporated and registered in England and Wales with company number 03537554 whose registered office is at Queen Charlotte House, 53-55 Queen Charlotte Street, Bristol, BS1 4HQ ("the **LENDER**").

Background

- (A) The Lender has agreed under the Agreement to provide the Borrower with the Loan on a secured basis.
- (B) The Borrower is the owner of a percentage of the Property as detailed in the Deed of Trust.
- (C) This mortgage provides security which the Borrower has agreed to give the Lender for the Loan.
- (D) The Loan will be repaid on the Final Repayment Date.
- (E) The parties wish to take advantage of one of the exceptions set out in the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (*SI 2001/544*) (RAO).

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this mortgage.

1.1 Definitions:

"Agreement": the facility agreement dated 28 October 2016 between the Borrower and the Lender for the provision of the loan secured by this mortgage.

"Business Day": a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business.

"Deed of Trust" the trust document between (1) Terry Hosier, Lisa Hosier, Jennifer Ann Hosier and Colston Trustees Limited as the Trustees of the Ashton Consultants Pension Scheme and (2) Colston Trustees Limited as the trustee of the Curtis Banks SIPP – M Fitzpatrick.

"Encumbrance": any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"Event of Default": has the meaning given to that expression in the Agreement.

"Loan": the sum of £250,000.00.

"LPA 1925": the Law of Property Act 1925.

"Property": the freehold property (whether registered or unregistered) owned by the Borrower described in Schedule 1.

"Final Repayment Date": the date set out in the Agreement being 1 November 2020.

"Secured Liabilities": all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Loan, the Agreement and this mortgage.

"Security Period": the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

"VAT": value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.3 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this mortgage and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.8 A reference to **this mortgage** (or any provision of it) or to any other document referred to in this mortgage is a reference to this legal mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties.
- 1.9 A reference to a **person** includes a natural person, corporate or unincorporated body, or any state or any agency of any person.
- 1.10 A reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).
- 1.11 Clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage.
- 1.12 A reference in this mortgage to a charge or mortgage of, or over, the Property includes:
- 1.12.1 all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;
 - 1.12.2 the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
 - 1.12.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
 - 1.12.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property.
- 1.13 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this mortgage.
- 1.14 The Schedules form part of this mortgage and shall have effect as if set out in full in the body of this mortgage. Any reference to this mortgage includes the Schedules.

2. Loan

The Lender provides to the Borrower, the Loan, on the terms and subject to the conditions of this mortgage.

3. Purpose of loan

The Borrower shall use the Loan to purchase the Property.

4. Covenant to pay

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due. The Borrower shall make such repayments in accordance with the payment dates set out in Schedule 6 and in any event shall repay the whole of the Secured Liabilities on or before the Final Repayment Date or earlier on an Event of Default.

5. Grant of security

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower charges the Property, with full title guarantee, to the Lender by way of first legal mortgage. ✓

6. Perfection of security

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated 6 December 2016 in favour of Lancer Scott Limited referred to in the charges register or their conveyancer."

7. Representations and warranties

The Borrower represents and warrants to the Lender in the terms set out in Schedule 2 on each day during the Security Period.

8. Covenants

The Borrower covenants with the Lender in the terms set out in Schedule 3.

9. Powers of the Lender

The Lender shall have the powers set out in Schedule 4.

10. Enforcement of security

10.1 When security becomes enforceable

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this mortgage) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this mortgage, but the Lender shall not exercise such power of sale or other powers until an Event of Default occurs (whether or not such an Event of Default is still continuing) whereupon it shall become immediately exercisable.

10.2 When statutory powers arise

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this mortgage.

11. Costs

The Borrower shall pay to, or reimburse the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to:

11.1 This mortgage or the Property.

11.2 Suing for, or recovering, any of the Secured Liabilities.

Including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or incurred in or suffered by any default or delay by the Borrower in performing any of its obligations under this mortgage.

12. Release

On the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the security constituted by this mortgage.

13. Assignment and transfer

13.1 Assignment by the Lender

The Lender may not assign or transfer the whole or any part of the Lender's rights and/or obligations under this mortgage to any person.

13.2 Assignment by the Borrower

The Borrower may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.

14. Continuing security

14.1 Continuing security

This mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Lender discharges this mortgage in writing.

14.2 Rights cumulative

The rights and remedies of the Lender provided under this mortgage are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to, and not exclusive of, any rights and remedies provided by law.

14.3 Waivers

Any waiver of any right or remedy by the Lender under this mortgage or by law is only effective if given in writing and signed by the Lender and shall not be deemed a waiver of any other breach or default. It applies only in the circumstances for which it is given, and shall not prevent the Lender from subsequently relying on the relevant provision.

14.4 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power.

14.5 Delay

No delay or failure to exercise any right or power under this mortgage shall operate as a waiver.

15. Counterparts

- 15.1 This mortgage may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute the one deed.

16. Notices

- 16.1 Any notice or other communication given under, or in connection with, this mortgage must be in writing.
- 16.2 Any notice or other communication given or delivered under this mortgage must be:
- 16.2.1 delivered by hand;
 - 16.2.2 sent by pre-paid first-class post or other next working day delivery service;
- 16.3 Any notice or other communication to be given or delivered under this mortgage must be sent to the relevant party as follows:

16.3.1 to the Borrower at:

3 Temple Quay, Temple Back East, Bristol BS1 6DZ marked for the attention of: Steve Gardner

16.3.2 to the Lender at:

Queen Charlotte House, Queen Charlotte Street, Bristol, BS1 4HQ marked for the attention of: Managing Director

or as otherwise specified by the relevant party by notice in writing to each other party.

16.4 Any notice or other communication that the Lender gives to the Borrower under, or in connection with, this mortgage will be deemed to have been received:

16.4.1 if delivered by hand, at the time it is left at the relevant address;

16.4.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

16.4.3 if sent by fax, when received in legible form.

A notice or other communication given as described in clause 16.4.1 or clause 16.4.3 on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

16.5 Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

16.6 A notice or other communication given under or in connection with this mortgage is not valid if sent by e-mail.

16.7 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17. Governing law

This mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18. Jurisdiction

18.1 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the

Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

19. Third party rights

- 19.1 A person who is not a party to this mortgage shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this mortgage.

20. Limitation of Liability

- 20.1 It is hereby agreed that the liability of Tower Pension Trustees Limited shall not exceed the assets within its control under the M Fitzpatrick Pension Scheme (SIPP).
- 20.2 It is hereby agreed that the liability of Colston Trustees Limited shall not exceed the assets within its control under the Ashton Consultants Pension Scheme (SSAS).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 - Property

The freehold Property shown edged red on the Plan to a Transfer made the 28 day of October 2016 between (1) Homes and Communities Agency (2) Tower Pension Trustees Limited, Colston Trustees Limited, Terry Hosier and Lisa Hosier being part of the land known as Hanham Hall, Hanham Bristol.

Schedule 2 - Representations and warranties

1. Ownership of Property

- 1.1 The Borrower is the legal and beneficial owner of the Property and has good and marketable title to the Property, subject to the terms of the Deed of Trust.

2. No Encumbrances

- 2.1 The Property is free from any Encumbrances other than the Encumbrance created by this mortgage.

3. Adverse claims

- 3.1 The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it.

4. Adverse covenants

- 4.1 There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property.

5. No breach of laws

- 5.1 There is no breach of any law or regulation which materially adversely affects the Property.

6. No Interference in enjoyment

- 6.1 No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use.

7. No overriding interests

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

8. Avoidance of security

- 8.1 No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise.

9. No prohibitions or breaches

- 9.1 There is no prohibition on the Borrower assigning its rights in the Property and the entry into this mortgage by the Borrower does not and will not

constitute a breach of any policy, agreement, document or instrument binding on the Borrower or its assets.

Schedule 3 - Covenants

Part 1 - General covenants

1. Negative pledge and disposal restrictions

1.1 The Borrower shall not at any time, except with the prior written consent of the Lender:

1.1.1 create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this mortgage;

1.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or

1.1.3 create or grant any interest in the Property in favour of a third party.

2. Preservation of Property

2.1 The Borrower shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this mortgage.

3. Enforcement of rights

3.1 The Borrower shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Lender may require from time to time.

4. Compliance with laws

4.1 The Borrower shall comply with all laws and regulations for the time being in force relating to or affecting any Property and shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew any Property.

5. Notice of breaches

5.1 The Borrower shall, promptly on becoming aware of any of the same, give the Lender notice in writing of any breach of:

5.1.1 any representation or warranty set out in *Schedule 2*; and

5.1.2 any covenant set out in *Schedule 3*.

Part 2 - Property covenants

1. Repair and maintenance

- 1.1 The Borrower shall keep all fixtures and fittings on the Property in good repair and condition and shall keep the Property adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.

2. No alterations

- 2.1 The Borrower shall not, without the prior written consent of the Lender:
- 2.1.1 pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or
- 2.1.2 make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with paragraph 1.1 of this Part 2 of Schedule 3).
- 2.2 The Borrower shall promptly give notice to the Lender if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.

3. Insurance

- 3.1 The Borrower shall insure and keep insured the Property against fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aenals, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Lender reasonably requires to be insured against from time to time.
- 3.2 The Borrower shall, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by paragraph 3.1 of this Part 2, Schedule 3.

4. Insurance premiums

- 4.1 The Borrower:
- 4.1.1 shall promptly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect; and

4.1.2 shall (if the Lender so requires) produce to the Lender the receipts for all premiums and other payments necessary for effecting and keeping up the insurance policies.

5. No invalidation of insurance

5.1 The Borrower shall not do or omit to do or permit to be done or omitted any thing that may invalidate or otherwise prejudice any insurance policies relating to the Property.

6. No restrictive obligations

6.1 The Borrower 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 Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property.

7. Proprietary rights

7.1 The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender.

8. Compliance with and enforcement of covenants

8.1 The Borrower shall:

8.1.1 observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and

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

9. Notices or claims relating to the Property

The Borrower shall:

9.1 Give full particulars to the Lender of any notice, application or requirement given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice.

- 9.2 If the Lender so requires, immediately, and at the cost of the Borrower, 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.

10. Inspection

- 10.1 The Borrower shall permit the Lender and any person appointed by them to enter on and inspect the Property on reasonable prior notice.

Schedule 4- Powers of the Lender

1. Power to remedy

- 1.1 The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this mortgage. Any monies expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis.
- 1.2 In remedying any breach in accordance with paragraph 1.1 of Schedule 4, the Lender and its agents shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

2. Exercise of rights

- 2.1 The rights of the Lender under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Lender under this mortgage. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

Schedule 5 - Events of Default

1. Non-payment

The Borrower fails to pay any sum payable by it under the Agreement or this mortgage when due, unless its failure to pay is caused solely either by:

- 1.1 An administrative error or technical problem and payment is made within ten Business Days of its due date.
- 1.2 An event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or which otherwise prevents either or both parties from complying with their obligations under the Agreement or this mortgage.

2. Non-compliance

The Borrower fails (other than a failure to pay) to comply with any provision of the Agreement or this mortgage and, if the Lender acting reasonably, considers that the default is capable of remedy, such default is not remedied within 15 Business Days of the earlier of:

- 2.1 The Lender notifying the Borrower of the default and the remedy required.
- 2.2 The Borrower becoming aware of the default.

3. Misrepresentation

- 3.1 Any representation, warranty or statement made by the Borrower in relation to the Agreement or this mortgage is (or proves to have been) incomplete, untrue, incorrect or misleading when made.

4. Insolvency

- 4.1 The Borrower stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due.
- 4.2 A petition for a bankruptcy order is presented or a bankruptcy order is made against the Borrower or the Borrower makes an application for a bankruptcy order.

Schedule 6 - Repayment

1. Repayment

1.1 The Borrower shall repay the Loan by repaying the amount set out below opposite each Repayment Date, on that Repayment Date.

1.2

No.	Repayment Date	Beginning Balance	Scheduled Payment	Total Payment	Principal	Interest	Ending Balance
1	01/12/2016	£250,000.00	£5,533.58	£5,533.58	£4,908.58	£625.00	£245,091.42
2	01/01/2017	£245,091.42	£5,533.58	£5,533.58	£4,920.85	£612.73	£240,170.57
3	01/02/2017	£240,170.57	£5,533.58	£5,533.58	£4,933.16	£600.43	£235,237.41
4	01/03/2017	£235,237.41	£5,533.58	£5,533.58	£4,945.49	£588.09	£230,291.92
5	01/04/2017	£230,291.92	£5,533.58	£5,533.58	£4,957.85	£575.73	£225,334.07
6	01/05/2017	£225,334.07	£5,533.58	£5,533.58	£4,970.25	£563.34	£220,363.82
7	01/06/2017	£220,363.82	£5,533.58	£5,533.58	£4,982.67	£550.91	£215,381.15
8	01/07/2017	£215,381.15	£5,533.58	£5,533.58	£4,995.13	£538.45	£210,386.02
9	01/08/2017	£210,386.02	£5,533.58	£5,533.58	£5,007.62	£525.97	£205,378.41
10	01/09/2017	£205,378.41	£5,533.58	£5,533.58	£5,020.14	£513.45	£200,358.27
11	01/10/2017	£200,358.27	£5,533.58	£5,533.58	£5,032.69	£500.90	£195,325.58
12	01/11/2017	£195,325.58	£5,533.58	£5,533.58	£5,045.27	£488.31	£190,280.32
13	01/12/2017	£190,280.32	£5,533.58	£5,533.58	£5,057.88	£475.70	£185,222.43
14	01/01/2018	£185,222.43	£5,533.58	£5,533.58	£5,070.53	£463.06	£180,151.91
15	01/02/2018	£180,151.91	£5,533.58	£5,533.58	£5,083.20	£450.38	£175,068.71
16	01/03/2018	£175,068.71	£5,533.58	£5,533.58	£5,095.91	£437.67	£169,972.80
17	01/04/2018	£169,972.80	£5,533.58	£5,533.58	£5,108.65	£424.93	£164,864.15
18	01/05/2018	£164,864.15	£5,533.58	£5,533.58	£5,121.42	£412.16	£159,742.73
19	01/06/2018	£159,742.73	£5,533.58	£5,533.58	£5,134.22	£399.36	£154,608.50
20	01/07/2018	£154,608.50	£5,533.58	£5,533.58	£5,147.06	£386.52	£149,461.44
21	01/08/2018	£149,461.44	£5,533.58	£5,533.58	£5,159.93	£373.65	£144,301.51
22	01/09/2018	£144,301.51	£5,533.58	£5,533.58	£5,172.83	£360.75	£139,128.68
23	01/10/2018	£139,128.68	£5,533.58	£5,533.58	£5,185.76	£347.82	£133,942.92
24	01/11/2018	£133,942.92	£5,533.58	£5,533.58	£5,198.72	£334.86	£128,744.20
25	01/12/2018	£128,744.20	£5,533.58	£5,533.58	£5,211.72	£321.86	£123,532.48
26	01/01/2019	£123,532.48	£5,533.58	£5,533.58	£5,224.75	£308.83	£118,307.73
27	01/02/2019	£118,307.73	£5,533.58	£5,533.58	£5,237.81	£295.77	£113,069.92
28	01/03/2019	£113,069.92	£5,533.58	£5,533.58	£5,250.91	£282.67	£107,819.01
29	01/04/2019	£107,819.01	£5,533.58	£5,533.58	£5,264.03	£269.55	£102,554.97
30	01/05/2019	£102,554.97	£5,533.58	£5,533.58	£5,277.19	£256.39	£97,277.78
31	01/06/2019	£97,277.78	£5,533.58	£5,533.58	£5,290.39	£243.19	£91,987.39
32	01/07/2019	£91,987.39	£5,533.58	£5,533.58	£5,303.61	£229.97	£86,683.78
33	01/08/2019	£86,683.78	£5,533.58	£5,533.58	£5,316.87	£216.71	£81,366.91
34	01/09/2019	£81,366.91	£5,533.58	£5,533.58	£5,330.16	£203.42	£76,036.74
35	01/10/2019	£76,036.74	£5,533.58	£5,533.58	£5,343.49	£190.09	£70,693.25
36	01/11/2019	£70,693.25	£5,533.58	£5,533.58	£5,356.85	£176.73	£65,336.40
37	01/12/2019	£65,336.40	£5,533.58	£5,533.58	£5,370.24	£163.34	£59,966.16
38	01/01/2020	£59,966.16	£5,533.58	£5,533.58	£5,383.67	£149.92	£54,582.50

39	01/02/2020	£54,582.50	£5,533.58	£5,533.58	£5,397.13	£136.46	£49,185.37
40	01/03/2020	£49,185.37	£5,533.58	£5,533.58	£5,410.62	£122.96	£43,774.75
41	01/04/2020	£43,774.75	£5,533.58	£5,533.58	£5,424.14	£109.44	£38,350.61
42	01/05/2020	£38,350.61	£5,533.58	£5,533.58	£5,437.71	£95.88	£32,912.90
43	01/06/2020	£32,912.90	£5,533.58	£5,533.58	£5,451.30	£82.28	£27,461.60
44	01/07/2020	£27,461.60	£5,533.58	£5,533.58	£5,464.93	£68.65	£21,996.68
45	01/08/2020	£21,996.68	£5,533.58	£5,533.58	£5,478.59	£54.99	£16,518.09
46	01/09/2020	£16,518.09	£5,533.58	£5,533.58	£5,492.29	£41.30	£11,025.80
47	01/10/2020	£11,025.80	£5,533.58	£5,533.58	£5,506.02	£27.56	£5,519.78
48	01/11/2020	£5,519.78	£5,533.58	£5,533.58	£5,519.78	£13.80	£0.00

Signed as a deed by Tower Pension Trustees Limited

Acting by two directors

STEVEN GARDNER

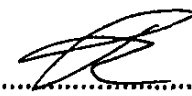
Director Name



Director Signature

Robert Perkins

Director Name



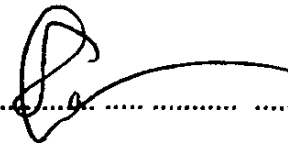
Director Signature

Signed as a deed by Colston Trustees Limited

Acting by two directors

STEVEN GARDNER

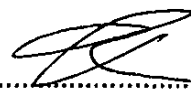
Director Name



Director Signature

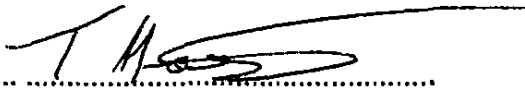
Robert Perkins

Director Name



Director Signature

Signed as a deed by Terry Hosier



.....

In the presence of:

Witness Signature:



.....

Witness Name:

R. J. J. J. J.

Address:

319 Bishopsworth Rd

Bristol BS 13 7LW

Occupation:

Contracts Manager

Signed as a deed by Lisa Hosier



.....

In the presence of:

Witness Signature:



.....

Witness Name:

R. J. J. J. J.

Address:

319 Bishopsworth Rd

Bristol BS 13 7LW

Occupation:

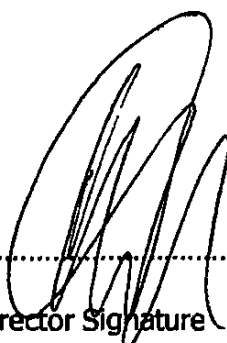
Contracts Manager

Signed as a deed by Lancer Scott Limited

Acting by two directors

MORIAN COOKE

Director Name


Director Signature

J M DMCARTNEY

Director Name


Director Signature