



Registration of a Charge

Company Name: **VALE OF MOWBRAY LIMITED**

Company Number: **03083593**



Received for filing in Electronic Format on the: **19/11/2021**

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Details of Charge

Date of creation: **19/11/2021**

Charge code: **0308 3593 0013**

Persons entitled: **LENDNET LLP**

Brief description: **THE LAND AND BUILDINGS AT LOW STREET AND MOWBRAY TERRACE, LEEMING BAR, NORTHALLERTON, DL7 9BL AND THE LAND AND BUILDINGS AT LEEMING BAR INDUSTRIAL ESTATE, LEEMING BAR, NORTHALLERTON, DL7 9UL, AND THE LAND LYING TO THE NORTH EAST OF PLEWS WAY, LEEMING BAR INDUSTRIAL ESTATE, NORTHALLERTON (WITH TITLE NUMBERS NYK188459, NYK163009 AND NYK262889)**

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:

BIRKETTS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3083593

Charge code: 0308 3593 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th November 2021 and created by VALE OF MOWBRAY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th November 2021 .

Given at Companies House, Cardiff on 22nd November 2021

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**

19 November

THIS LEGAL MORTGAGE is made by way of deed on2021

BETWEEN

- (1) **VALE OF MOWBRAY LIMITED** a private limited company incorporated and registered in England and Wales with company number 03083593 whose registered office is at 20 Leases Road, Leeming Bar, North Yorkshire, DL7 9AW (the **Chargor**) in favour of:

- (2) **LENDNET LLP** a limited liability partnership incorporated and registered in England and Wales with company number OC390920 whose registered office is at 1 King William Street, London, United Kingdom, EC4N 7AF (the **Lender**).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Facility Agreement	the facility agreement dated 28 May 2021 between the Chargor (as borrower) and the Lender (as lender) as varied, amended, novated, supplemented, replaced and/or restated from time to time;
Mortgaged Property	the freehold and leasehold property specified in Schedule 1 (<i>Mortgaged Property</i>);
Receiver	a receiver, receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Security Assets and that term will include any appointee made under a joint or several appointment;
Related Rights	<div>in relation to any asset:</div> <div><ul style="list-style-type: none">(a) the proceeds of sale or rental of any part of that asset;(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;(c) all rights, powers, benefits, claims, causes of action, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of or derived from that asset; and(d) any moneys and proceeds paid or payable in respect of that asset;</div>
Secured Liabilities	all present and future obligations and liabilities (whether actual or contingent, whether owed jointly or severally or in any other capacity whatsoever and whether originally incurred by the Chargor) of the Chargor to the Lender under each Finance Document (as defined in the Facility Agreement);

Security Assets each of the assets and undertakings of the Chargor which from time to time are, or are expressed to be, the subject of any Security created or expressed to be created by it in favour of the Lender by or pursuant to this Legal Mortgage; and

Security Period the period beginning on the date of this Legal Mortgage and ending on the date on which the Lender is satisfied that the Secured Liabilities have been irrevocably and unconditionally paid or discharged in full and the Lender is not under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor or any other person under any of the Finance Documents.

1.2 Terms defined in the Facility Agreement

Unless defined in this Legal Mortgage, or the context otherwise requires, a term defined in the Facility Agreement has the same meaning in this Legal Mortgage as if all references in those defined terms to the Facility Agreement were a reference to this Legal Mortgage.

1.3 Construction

Clause 1.2 (*Interpretation*) of the Facility Agreement will apply as if incorporated in this Legal Mortgage as if all references in that Clause to the Facility Agreement were a reference to this Legal Mortgage.

1.4 Application of provisions in Facility Agreement

Clauses 6 (*Interest*), 14 (*Costs*), 17 (*Miscellaneous*) and 18 (*Notices*) of the Facility Agreement are deemed to form part of this Legal Mortgage as if expressly incorporated into it and as if all references in those Clauses to the Facility Agreement were references to this Legal Mortgage.

1.5 Real Property

A reference in this Legal Mortgage to a mortgage or charge of any freehold, leasehold or commonhold property includes all buildings, fixtures and fittings from time to time on or forming part of that property and all Related Rights.

1.6 Present and future assets

1.6.1 A reference in this Legal Mortgage to any Mortgaged Property, Security Asset or other asset includes, unless the contrary intention appears, present and future Mortgaged Property, Security Assets and other assets.

1.6.2 The absence of or incomplete details of any Security Assets in this Legal Mortgage shall not affect the validity or enforceability of any Security under this Legal Mortgage.

1.7 Disposition of Property

The terms of the Facility Agreement and each other Finance Document and of any side letters between the Parties in relation to the Finance Documents are incorporated into this Legal Mortgage and each other Finance Document to the extent required for any purported disposition of the Mortgaged Property contained in any Finance Document to be a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.8 **Fixed Security**

Clauses 4.1 (*Mortgage*) to 4.2 (*Fixed charges*) shall be construed as creating a separate and distinct mortgage or fixed charge by way of security over each relevant asset within any particular class of assets defined under this Legal Mortgage and the failure to create an effective mortgage or fixed charge by way of security (whether arising out of this Legal Mortgage or any act or omission by any party) on any one asset shall not affect the nature of any mortgage or fixed charge imposed on any other asset whether within that same class of assets or not.

1.9 **No obligation**

The Lender shall not be under any obligation in relation to the Security Assets as a consequence of this Legal Mortgage and the Chargor shall at all times remain liable to perform all obligations expressed to be assumed by it in respect of the Security Assets.

1.10 **Trusts**

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

2. **COVENANT TO PAY**

The Chargor covenants with the Lender that it shall, on demand of the Lender pay, discharge and satisfy the Secured Liabilities in accordance with their respective terms.

3. **COMMON PROVISIONS**

3.1 **Common provisions as to all Security**

All the Security constituted by or pursuant to this Legal Mortgage is (i) created with full title guarantee, (ii) created in favour of the Lender and the Lender shall hold the benefit of this Legal Mortgage and the Security created by or pursuant to it, and (iii) continuing security for the payment and discharge of all the Secured Liabilities.

4. **FIXED SECURITY**

4.1 **Mortgage**

The Chargor charges, by way of first legal mortgage, its Mortgaged Property.

4.2 **Fixed charges**

The Chargor charges, to the extent not validly and effectively charged by way of first legal mortgage pursuant to Clause 4.1 (*Mortgage*) by way of first fixed charge, all of its rights, title and interest from time to time in and to the Mortgaged Property and all Related Rights.

5. **PROVISIONS AS TO SECURITY AND PERFECTION**

5.1 **Implied covenants for title**

5.1.1 The covenants set out in Sections 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to Clause 4 (*Fixed Security*).

5.1.2 It shall be implied in respect of Clause 4 (*Fixed Security*) that the Chargor is disposing of the Security Assets free from all charges and encumbrances (whether monetary or not) and from

all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

5.2 Application to the Land Registry

The Chargor shall apply for the entry of the following restriction against its title to the Property at the Land Registry and shall provide the Lender with all necessary assistance and/or documentation to permit entry of the restriction:

"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 19 November 2021 in favour of Lendnet LLP referred to in the charges register or their conveyancer."

5.3 Further advances

5.3.1 Subject to the terms of the Facility Agreement, the Lender is under an obligation to make further advances to the Chargor and that obligation will be deemed to be incorporated in this Legal Mortgage as if set out in this Legal Mortgage.

5.3.2 The Chargor consents to an application being made to the Land Registry to enter the obligation to make further advances on the Charges Register of any registered land forming part of the Security Assets.

6. ENFORCEMENT OF SECURITY

6.1 Enforcement

On and at any time after the occurrence of:

6.1.1 an Event of Default (as long as it is continuing); or

6.1.2 a request from the Chargor to the Lender that it exercise any of its powers under this Legal Mortgage,

the Security created by or pursuant to this Legal Mortgage shall be immediately enforceable and the Lender may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

6.1.2.1 enforce all or any part of that Security (at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Security Assets (at the times, in the manner and on the terms it thinks fit (including whether for cash or non-cash consideration)); and

6.1.2.2 whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Legal Mortgage) on mortgagees and by this Legal Mortgage on any Receiver or otherwise conferred by law on mortgagees or Receivers.

6.2 Effect of Moratorium

The Lender shall not be entitled to exercise its rights under Clause 6.1 (*Enforcement*) where the right arises as a result of an Event of Default occurring solely due to any person obtaining or taking steps to obtain a moratorium pursuant to Schedule A1 of the Insolvency Act 1986.

7. EXTENSION OF POWERS AND RIGHT OF APPROPRIATION

7.1 Extension of powers

The statutory power of sale under Section 101 of the Law of Property Act 1925 shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on execution of this Legal Mortgage but without the restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 and shall become immediately exercisable upon and at any time after this Legal Mortgage is enforceable in accordance with Clause 6 (*Enforcement of Security*).

7.2 Power of leasing

The statutory powers of leasing and accepting surrenders exercisable by the Lender or Receiver under this Legal Mortgage are hereby extended so as to authorise the Lender or Receiver whether in its own name, or in that of the Company, to grant a lease or leases of the whole or any part or parts of the freehold and leasehold property of the Company with such rights relating to other parts of such property and containing such covenants on the part of the Company and generally on such terms and conditions, (including the payment of money to a lessee or tenant on a surrender), and whether or not at a premium, as the Lender or Receiver shall think fit.

8. APPOINTMENT OF RECEIVER

8.1 Appointment and removal

After the Security created by or pursuant to this Legal Mortgage has become enforceable in accordance with Clause 6 (*Enforcement of Security*), the Lender may by deed or otherwise (acting through an authorised officer of the Lender) without prior notice to the Chargor appoint or remove a Receiver or Receivers of the Property at any time after the power of sale has arisen pursuant to Clause 7.1 (*Extension of Powers*) of this Legal Mortgage and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for the Receiver's acts, defaults and remuneration.

8.2 Statutory powers of appointment

The powers of appointment of a Receiver shall be in addition to all statutory and other powers of appointment of the Lender under the Law of Property Act 1925 (as extended by this Legal Mortgage) or otherwise and such powers shall remain exercisable from time to time by the Lender in respect of any part of the Security Assets.

9. POWERS OF RECEIVERS

Any Receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers, which in the case of joint Receivers may be exercised jointly or severally:

9.1 to take possession of and generally manage the Mortgaged Property;

9.2 to carry out on the Mortgaged Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment;

9.3 to purchase or acquire any land or other property and purchase, acquire, grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;

- 9.4 to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with and dispose of the Mortgaged Property without restriction;
- 9.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor;
- 9.6 to take, continue or defend any proceedings and enter into any arrangement or compromise;
- 9.7 to insure the Mortgaged Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bond issuer;
- 9.8 to employ advisers, consultants, managers, agents, workmen and others and purchase or acquire materials, tools, equipment, goods or supplies;
- 9.9 to borrow any money and secure the payment of any money in priority to the Liabilities for the purpose of the exercise of any of his powers;
- 9.10 to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Mortgaged Property.

10. APPLICATION OF MONEYS

A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in section 109(8) of the Law of Property Act 1925.

11. POWER OF ATTORNEY

11.1 Appointment and powers

The Chargor by way of security irrevocably and jointly and severally appoints the Lender and any Receiver(s) appointed by the Lender to be his attorney to take any action which the Chargor is obliged or authorised to take under this Legal Mortgage or any Finance including signing and executing such instruments and documents or issue or defend any proceedings which may be required by the Lender pursuant to this Legal Mortgage or the exercise of its powers and the Chargor ratifies and confirms whatever any attorney does or purports to do as a result of this appointment in good faith.

12. EFFECTIVENESS OF SECURITY

12.1 Continuing security

- 12.2 This Security shall not be considered satisfied or discharged by any intermediate payment or the satisfaction of the whole or any part of the Secured Liabilities but shall constitute a continuing security to the Lender (notwithstanding any settlement of account or other matter or action whatsoever) in respect of the Secured Liabilities.

12.3 Cumulative rights

The Security created by or pursuant to this Legal Mortgage shall be cumulative, in addition to and independent of every other Security which the Lender may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law and shall operate as an independent security notwithstanding any receipt, release or discharge endorsed on or given in respect of or under any such other Security. No prior Security held by the Lender over the whole or any part of the Security Assets shall merge into the Security constituted by this Legal Mortgage.

12.4 No prejudice

This Legal Mortgage is in addition to any other security (present or future) held by the Lender for the Secured Liabilities and shall not merge with or prejudice such security or any other contractual or legal rights of the Lender.

12.5 Remedies and Waivers

No failure on the part of the Lender to exercise, nor any delay on its part in exercising, any right, power or remedy under this Legal Mortgage, shall operate as a waiver of that right, power or remedy or, constitute an election to affirm this Legal Mortgage. No election to affirm this Legal Mortgage on the part of the Lender shall be effective unless it is in writing. The rights, powers and remedies provided in this Legal Mortgage are cumulative and not exclusive of any rights, powers or remedies provided by law. No single or partial exercise of any right, power or remedy shall preclude any further or other exercise of that or any other right or remedy.

12.6 No liability

If the Lender shall enter into possession of the Mortgaged Property or of the rents and profits, it shall do so without being liable to the Chargor as mortgagee in possession

12.7 Partial invalidity

Each of the provisions of this Legal Mortgage shall be severable and distinct from one another and if one or more of such provisions becomes illegal, invalid or unenforceable the remaining provisions shall not in any way be affected.

12.8 Waiver of defences

The obligations and liabilities of, and the Security created by, the Chargor under this Legal Mortgage and the rights and remedies provided by this Legal Mortgage will not be affected by any act, omission, matter or thing which, but for this Clause 12.8, would reduce, release or prejudice any of its obligations and liabilities under, or the Security created by, this Legal Mortgage and whether or not known to the Chargor or Lender including:

- 12.8.1 any time, waiver or consent granted to, or composition with, the Lender or other person;
- 12.8.2 the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of the Chargor;
- 12.8.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- 12.8.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of, the Chargor or any other person;
- 12.8.5 any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security or of the Secured Liabilities (including, without limitation, any change in the purpose of, any extension

of, or any variation or increase in any facility or amount made available under any facility or the addition of any new facility under any Finance Document or other documents);

12.8.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security or of the Secured Liabilities; and

12.8.7 any insolvency or similar proceedings.

12.9 **Chargor intent**

Without prejudice to the generality of Clause 12.8 (*Waiver of Defences*), the Chargor expressly confirms that it intends that the Security created under this Legal Mortgage and the rights and remedies arising thereunder, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new Chargors; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

12.10 **Immediate recourse**

The Chargor waives any right it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any other person before claiming from the Chargor under this Legal Mortgage. This waiver applies irrespective of any law or any provision of this Legal Mortgage to the contrary.

12.11 **Deferral of rights**

12.11.1 Until the end of the Security Period, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Legal Mortgage to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Lender under this Legal Mortgage or of any other guarantee or Security taken pursuant to, or in connection with, this Legal Mortgage by the Lender.

12.11.2 If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution on trust for the Lender to the extent necessary to enable all amounts which may be or become payable to the Lender by the Chargor under or in connection with this Legal Mortgage to be repaid in full and shall promptly and in any event within 5 Business Days of receipt pay or transfer the same to the Lender or as the Lender may direct for application in accordance with Clause 10 (*Application of Moneys*).

12.12 **Indemnity**

The Chargor shall, notwithstanding any release or discharge of all or any part of the Security created by or pursuant to this Legal Mortgage, indemnify the Lender, its agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Chargor of the provisions of this Legal Mortgage, the exercise or purported exercise of any of the rights and powers conferred on them by this Legal Mortgage or otherwise relating to the Security Assets.

13. **PRIOR SECURITY INTERESTS**

Where this Legal Mortgage is not a first mortgage and any prior mortgagee or chargee is in possession of the Mortgaged Property, in the event that the Lender reasonably considers that (i) the Mortgaged Property is not being realised for the best price reasonably attainable or (ii) that any such prior mortgagee or chargee is not acting in a prudent manner and which is likely to result in the Lender's ability to recover all monies due being put at risk, then the Lender may repay such prior mortgagee or chargee of any sums outstanding to them (in full or in part). All money paid in doing so (including all reasonable costs and disbursements) shall be added to the Secured Liabilities and shall bear interest at the interest rate prevailing at that time to the prior mortgagee or chargee or the interest rate being charged by the Lender under the Facility Agreement, whichever is the lower.

14. **SUBSEQUENT SECURITY INTERESTS**

The Lender may open a new account or accounts upon the Lender receiving actual or constructive notice of any charge or interest affecting the Security Assets. Whether or not the Lender opens any such account no payment received by the Lender after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Secured Liabilities outstanding at the time of receiving such notice.

15. **SUSPENSE ACCOUNTS**

All moneys received, recovered or realised by the Lender under this Legal Mortgage (including the proceeds of any conversion of currency) may in the discretion of the Lender be credited to any interest bearing suspense or impersonal account(s) maintained with a bank, building society, financial institution or other person as it considers appropriate for so long as it may think fit (the interest being credited to the relevant account) pending their application from time to time at the Lender's discretion, in or towards the discharge of any of the Secured Liabilities and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above.

16. **RELEASE OF SECURITY**

16.1 **Clawback**

If the Lender considers that any amount paid or credited to the Lender is capable of being avoided, reduced or otherwise set aside by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Legal Mortgage and the Security constituted by that document will continue and such amount will not be considered to have been irrevocably discharged.

17. **DISCRETION AND DELEGATION**

17.1 **Discretion**

Any liberty or power which may be exercised or any determination which may be made under this Legal Mortgage by the Lender or any Receiver may, subject to the terms and conditions of the Facility Agreement, be exercised or made:

17.1.1 unless otherwise expressly stated in the Finance Documents, in its absolute and unfettered discretion; and

17.1.2 without any obligation to give reasons.

17.2 **Delegation**

Each of the Lender and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Legal Mortgage (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Lender or the Receiver itself.

18. **COUNTERPARTS**

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

19. **GOVERNING LAW**

This Legal Mortgage and all non-contractual obligations arising out of or in connection with it are governed by English law.

20. **JURISDICTION**

20.1 **English courts**

The courts of England have exclusive jurisdiction to settle any dispute arising out of, or in connection with this Legal Mortgage (including a dispute relating to the existence, validity or termination of this Legal Mortgage or the consequences of its nullity or any non-contractual obligations arising out of or in connection with this Legal Mortgage) (a **Dispute**).

THIS LEGAL MORTGAGE has been executed as, and is intended to take effect as, a deed and is delivered by the Chargor and has been signed by the Lender on the date written on the first page of this Legal Mortgage.

SCHEDULE 1**MORTGAGED PROPERTY**

Chargor Name	Property Description	Title Number
Vale of Mowbray Limited	The land and buildings at Low Street and Mowbray Terrace, Leeming Bar, Northallerton, DL7 9BL	NYK188459
Vale of Mowbray Limited	The land and buildings at Leeming Bar Industrial Estate, Leeming Bar, Northallerton, DL7 9UL, and The land lying to the north east of Plews Way, Leeming Bar Industrial Estate, Northallerton	NYK163009 and NYK262889

EXECUTION PAGE - LEGAL MORTGAGE

EXECUTED and DELIVERED as a DEED

by Toby Freeman)

LENDNET LLP)

)

Director for and on behalf of Triple Point Advancr

Leasing PLC, itself a designated member of LendNet LLP

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

ELIZABETH LEMO

1 KING WILLIAM ST.

EC4N 7AF

Executed as a deed by VALE OF)

MOWBRAY LIMITED)

acting by a director in the presence)

of:

Signature of Director

)

Signature of Witness:

Name (in BLOCK CAPITALS):

Address:

EXECUTION PAGE - LEGAL MORTGAGE

EXECUTED and DELIVERED as a DEED

by)

LENDNET LLP)

)
Director for and on behalf of Triple Point Advancr

Leasing PLC, itself a designated member of LendNet LLP

Signature of Witness: _____

Name (in BLOCK CAPITALS): _____

Address: _____

Executed as a deed by VALE OF)
MOWBRAY LIMITED)
acting by a director in the presence)
of:)

Signature of Director Mark Gatenby

)

Signature of Witness: _____
Stuart Mitton

Name (in BLOCK CAPITALS): _____
2, Cypress Grove
Address: School Aycliffe
Co Durham
DL5 6GP