MR01 (ef)

Companies House

Company name: **MOSAIC (EXETER) LTD**

Company number: **04493128**

X88UIE8O

Received for Electronic Filing: **02/07/2019**

Details of Charge

Date of creation: **14/06/2019**

Charge code: **0449 3128 0007**

Persons entitled: **SANTANDER UK PLC**

Brief description: **THE FREEHOLD LAND BEING COWLEY BARTON FARM, COWLEY, EXETER, EX5 5EJ, REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER DN548326.**

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.**

CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: 4493128

Charge code: 0449 3128 0007

The Registrar of Companies for England and Wales hereby certifies that a
charge dated 14th June 2019 and created by MOSAIC (EXETER) LTD was
delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on
2nd July 2019 .

Given at Companies House, Cardiff on 3rd July 2019

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

Date: 14 June 2019

(1)   Mosaic (Exeter) Ltd

(2)   Santander UK plc

Deed of Confirmation relating to a legal charge

CONTENTS

THIS DEED OF CONFIRMATION IS MADE ON THE 14th DAY OF June 2019.

BETWEEN:

(1)   **MOSAIC (EXETER) LTD**, a limited liability company incorporated in England and Wales with company number 04493128 (the "**Guarantor**"); and

(2)   **SANTANDER UK PLC** (the "**Lender**").

BACKGROUND:

(A)   By a facility agreement (the "**Existing Facility Agreement**") dated 29 May 2014, the Lender agreed to provide a term loan facility of £3,000,000 to Mosaic Estates Ltd (company number: 03788975) (the "**Borrower**"), which was secured on the assets of the Group Companies, including the assets of the Guarantor pursuant to the **Existing Security Agreement**.

(B)   On or about the date of this Deed, the Existing Facility Agreement was refinanced by a facility agreement between (1) the Borrower and (2) the Lender, relating to a term loan facility of £3,165,000 (the "**Facility Agreement**").

(C)   It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED AS FOLLOWS:

1   DEFINITIONS AND INTERPRETATION

Terms defined in the Existing Security Agreement shall, unless otherwise defined in this deed, have the same meaning in this Deed. In addition, in this Deed, the following expressions shall have the following meanings unless the context requires otherwise:

Existing Security Agreement:	means a legal charge between the Guarantor and the Original Lender dated 27 June 2014; and
Group Companies:	means the Borrower, the Guarantor, Mosaic (Southsea) Ltd (company number: 05116627), Mosaic (Felbridge) Ltd (company number: 05079581), Castilian House Limited (company number: 05381872), and Mosaic (Hull) Ltd (company number: 04957252).
Properties	The properties set out in schedule 1.

2   CONFIRMATION

The Guarantor confirms its consent to the terms of the Facility Agreement and, with effect on and from the date of this Deed, confirms that the security and guarantees created in favour of the Lender under the Existing Security Agreement extends to all liabilities and obligations of the Guarantor to the Lender under the Facility Agreement.

3   CREATION OF SECURITY

3.1   To the extent only that the security referred to in Clause 2 (Confirmation) is not effective (for whatever reason), the Guarantor, as security for the payment and discharge of all the liabilities and obligations of the Guarantor to the Lender, charges to the Lender (as security trustee for the Group Members), as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, both present and future:

    3.1.1   by way of legal mortgage each of the Properties;

    3.1.2   by way of fixed charge:

        (a)   the benefit of all agreements relating to each Property to which it is or may become a party or otherwise entitled;

        (b)   its rights under the appointment of any managing agent of any of the Properties;

        (c)   all its rights, title and interest in the Insurances;

        (d)   the benefit of all Authorisations held in connection with the use of any Charged Assets or any business operated on or from any Property and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets; and

        (e)   if and in so far as any assignment in clause 3.1.3 and 3.1.4 shall for any reason be ineffective as an assignment, the assets referred to in that clause.

    3.1.3   The Guarantor assigns to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to the Rental Income and all the Guarantor's other rights, title and interest under each Occupational Lease.

    3.1.4   On the unconditional and irrevocable payment and discharge in full of the Secured Liabilities, the Lender will, at the request and cost of the Guarantor, reassign the Charged Assets referred to in this clause 3.1.4 and clause 3.1.3 above to the Guarantor or as it may direct.

    3.1.5   The charges and assignments created by this Deed:

        (a)   rank as first charges or assignments; and

        (b)   are given with full title guarantee.

4   CONTINUANCE

Except as supplemented by this Deed, the Existing Security Agreement will remain in full force and effect and the Guarantor confirms that its obligations under the Existing Security Agreement continue to be legal, valid and enforceable in accordance with its terms.

5 COUNTERPARTS

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

6 APPLICABLE LAW

The validity, construction and performance of this Deed (and any claim, dispute or matter arising under or in connection with it or its enforceability and any non-contractual obligation arising out of or in connection with it) shall be governed by and construed in accordance with the law of England and each party irrevocably submits to the exclusive jurisdiction of the English Courts.

THIS DEED has been executed and delivered by or on behalf of the parties on the date at the top of page 1.

Schedule 1

Properties

The freehold land being Cowley Barton Farm, Cowley, Exeter, EX5 5EJ, registered at HM Land Registry with title number DN548326.

SIGNATURES

Guarantor

Executed as a deed but not delivered until the date of this Deed by **MOSAIC (EXETER) LTD** acting by a director in the presence of: }

Director

Witness signature

Name
(in block capitals) JOHN BARKER

Address

Occupation

Lender

Signed by _____for and on behalf of **SANTANDER UK PLC** in the presence of: }

Witness signature

Name
(in block capitals)

Address

Occupation

SIGNATURES

Guarantor

Executed as a deed but not delivered until the date of this Deed by **MOSAIC (EXETER) LTD** acting by a director in the presence of:

....
Director

Witness signature

Name
(in block capitals)

Address

Occupation

Lender

Signed by *Lance Avozay* for and on behalf of **SANTANDER UK PLC** in the presence of:

Witness signature

Name
(in block capitals)   *Michael Cooper*

Address

Occupation