167835/91

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

Companies House

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 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 where there is no instrument Use form MR04

TUESDAY

A3A7LGKR
A07 17/06/2014 #270
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**

For official use 1 4

1 Company details

Company number: 0 5 8 2 1 6 0 7

Company name in full: OAKAPPLE PROPERTIES LIMITED

→ **Filling 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: d 0 d 4 m 0 m 6 y 2 y 0 y 1 y 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: JULIAN HODGE BANK 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

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 ❶

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

☐

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

9 Signature

Please sign the form here

Signature

Signature

X Morgan Cole LLP X

(ACTING AS SOLICITORS FOR JULIAN HODGE BANK LIMITED)

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

MR01
Particulars of a 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 SHELLEY PAGE

Company name MORGAN COLE LLP

Address BRADLEY COURT

PARK PLACE

Post town CARDIFF

County/Region

Postcode C F 1 0 3 D R

Country WALES

DX 33014

Telephone 029 2038 5385

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 enquiries@companieshouse gov uk

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5821607

Charge code: 0582 1607 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th June 2014 and created by OAKAPPLE PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th June 2014.

Given at Companies House, Cardiff on 19th June 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 4th June 2014

(1) OAKAPPLE PROPERTIES LIMITED

(2) JULIAN HODGE BANK LIMITED

DEED OF CHARGE OVER DEPOSIT

I certify that save for material redacted pursuant to s.859G of the Companies Act 2006, this instrument is a correct copy of the original instrument.
Morgan Cole LLP
13.06.2014

MORGAN COLE LLP
Bradley Court
Park Place
Cardiff CF10 3DP

THIS DEED OF CHARGE is dated the 4th day of June 2014

PARTIES

(1) **OAKAPPLE PROPERTIES LIMITED** registered in England and Wales under number 05821607 and whose registered office is at Oakapple House, 1 John Charles Way, Leeds, West Yorkshire, LS12 6QA ("the **Chargor**") and

(2) **JULIAN HODGE BANK LIMITED** (Company Number 00743437) whose registered office is at 31 Windsor Place, Cardiff, South Glamorgan, CF10 3UR (the "**Lender**")

RECITALS:

A This Deed is made under the terms of the Facility Agreement (as defined below)

B The Lender has agreed to grant loan facilities or other banking facilities upon the terms set out in the Facility Agreement conditional upon their repayment being secured on the terms and conditions set out in this Deed

OPERATIVE PROVISIONS

1 **Definitions and Interpretation**

1.1 In this Deed unless the context otherwise requires

1.1.1 the following words and expressions shall have the following meanings -

"**Act**" means the Law of Property Act 1925,

"**Account**" means the account of the Chargor with the Lender named Oakapple Properties Limited (Darian Holdings Ltd), with account number as such account may be designated and/or [illegible] me,

"**Business Day**" means a day (other than a Saturday or Sunday) when the branch of the Lender at which the Chargor's account is located is open for business,

"**Charged Assets**" means the assets and rights charged under this Deed

"**Default Rate**" means the rate of interest charged to the Chargor by the Lender from time to time under the Facility Agreement and if more than one rate at the highest applicable rate

"**Deposit**" means all money in any currency now or hereafter standing to the credit of the Account (including, without limitation, any interest credited to it) including all or any part of the money pursuant to it and the debt represented by it or any claim for repayment of that money,

"**Encumbrance**" means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment,

"**Enforcement Event**" means any of the events or circumstances described in Clause 7,

"**Expenses**" means all interest, commission, fees and legal and other costs, charges and expenses which the Lender or any Receiver may properly charge or incur in connection with the Chargor or this Deed and the preparation, negotiation and creation of this Deed and/or in connection with the Charged Assets and/or breach of any provision of and the protection, realisation or enforcement of this Deed in each case on a full indemnity basis,

"**Facility Agreement**" means the facility letter addressed by the Lender to the Chargor dated 10 October 2013 as varied, amended, extended, novated or replaced from time to time;

"**Receiver**" means a receiver and/or manager and any substitute for any such person and whether appointed under this Deed or under any statute or otherwise,

"**Secured Liabilities**" means all monies, obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Chargor to the Lender whether present or future, actual or contingent and whether incurred alone, severally or jointly with another as principal, guarantor, surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever and including but without limitation all Expenses,

1.1.2 references to Clauses and Schedules are to be construed as references to the clauses of and schedules to this Deed,

1.1.3 references to any provisions of this Deed or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time,

1.1.4 words importing the singular are to include the plural and vice versa,

1.1.5 references to a person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state whether or not a separate legal entity,

1.1.6 references to any person are to be construed to include that person's assigns or transferees or successors in title whether direct or indirect, and

1.1.7 references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Deed) and are to include any orders, regulations, instruments or other subordinate legislation made under or deriving validity from that statutory provision

1.2 Clause headings in this Deed are for ease of reference only and are not to affect its interpretation

1.3 Unless the contrary intention is expressed, all defined terms in the Facility Agreement will have the same meaning as in this Deed.

NOW THIS DEED WITNESSES as follows -

1. **Covenant to Pay**

1.1 The Chargor, covenants with the Lender that it will on demand in writing made to it pay or discharge the Secured Liabilities when the same are due and payable

1.2 If the Chargor fails to discharge any Secured Liability when due the Chargor shall pay to the Lender on demand interest on such Secured Liability at the Default Rate in the case of Expenses from the date on which the relevant Expense was incurred and in the case of any other Secured Liability from the date on which the Secured Liability became due until payment or discharge (both before and after judgment) which interest shall accrue from day to day and may be compounded in accordance with the usual practice of the Lender to the extent that it shall remain unpaid.

2. **Charge**

2.1 The Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities, hereby grants by way of first fixed charge to the Lender -

2.1.1 its entire right, title and interest in and to the Deposit,

2.1.2 all rights and benefits accruing to or arising in connection with the Deposit.

2.2 The Chargor will not without the prior written consent of the Lender -

2.2.1 create or attempt to create or permit to subsist any Encumbrance (except in favour of the Lender) in respect of all or any of the Charged Assets, or

2.2.2 sell, transfer, assign or otherwise dispose of all or any of the Charged Assets, or

2.2.3 in any way dispose of the equity of redemption of any of the Charged Assets or any interest in any such Charged Asset

2.3 The rights hereby charged to the Lender shall be released to the Chargor upon its written request on payment or discharge in full of the Secured Liabilities to the satisfaction of the Lender.

3. **Restrictions**

The Chargor agrees that it will not be entitled to withdraw or transfer all or any part of the monies standing to the credit of the Account without the Lender's consent until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full to the satisfaction of the Lender

4. Representations and Warranties

The Chargor represents and warrants to the Lender that

4 1 it is the sole absolute and beneficial owner of all the Charged Assets free from any right in security, mortgage, charge, lien or encumbrance or right of set-off (except in favour of the Lender) or trust agreement, declaration of trust or trust arising by operation of law on or over the Charged Assets;

4 2 it has not sold, transferred, assigned or otherwise disposed of or agreed to sell transfer, assign or dispose of all or any of its right, title and interest in and to all or any of the Charged Assets

4 3 it has the necessary power to enter into and perform its obligations under this Deed

4 4 this Deed constitutes its legal, valid, binding and enforceable obligations and constitutes a first fixed charge over the Charged Assets in accordance with its terms,

4 5 this Deed does not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Chargor is a party or by which it is bound, and

4 6 all necessary authorisations and consents to enable or entitle it to enter into this Deed have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Deed

5. Undertakings

The Chargor shall,-

5 1 at all times comply with the terms of this Deed and of all agreements relating to the Secured Liabilities,

5 2 if and when required by the Lender, grant in its favour (or as the Lender shall direct) such fixed or specific security or charge or assignment over all or any of the Charged Assets as the Lender may require,

5 3 subject to the terms of this Deed) comply in all respects with the terms of the mandate in relation to the Account, save that where there is any inconsistency between the terms of the mandate and the terms of this Deed, the terms of this Deed shall prevail, and

5 4 take all necessary action to ensure that the Account is operated in accordance with the terms of the mandate in relation to it and this Deed

6. Protection of Security

6 1 The Chargor agrees that this Deed is and shall be in addition and without prejudice to any other security or rights which the Lender holds or may hold in respect of all or any of the Secured Liabilities,

6 2 This Deed will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing whatsoever

6 3 The obligations of the Chargor under this Deed will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation) -

6 3.1 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Lender may have now or in the future from or against the Chargor or any other person in respect of the Secured Liabilities,

6 3 2 any act or omission by the Lender or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Chargor or any other person or the invalidity or unenforceability of any such security or guarantee,

6 3.3 any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Lender (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Chargor or any other person;

6 3 4 any grant of time, indulgence, waiver or concession to the Chargor or any other person

6 3 5 any arrangement or compromise entered into between the Lender and the Chargor or any other person;

6 3 6 the administration, insolvency, bankruptcy, liquidation, winding-up, receivership, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Chargor or any other person

6 3 7 the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Chargor or any other person,

6 3 8 any postponement discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person resulting from any administration, insolvency, liquidation, receivership or dissolution proceedings or from any law, regulation or order.

6 4 The Lender shall not be obliged, before exercising any of the rights, powers or remedies conferred upon it by or pursuant to this Deed or by law to -

6 4 1 take any action or obtain judgment or decree in any court against the Chargor or any other person,

6.4.2 make or file any claim to rank in a winding-up or a liquidation of the Chargor or any other person, or

6.4.3 enforce or seek to enforce any other security taken, or exercise any right or plea available to the Lender in respect of the Secured Liabilities

6.5 Any settlement or discharge between the Chargor and the Lender shall be conditional upon no security or payment granted or made to the Lender by the Chargor or any other person being avoided or reduced by virtue of any provision or enactment relating to administration, bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without prejudice to any other rights of the Lender) the Lender shall be entitled to recover from the Chargor the value or amount of such security or payment as if such settlement or discharge had not occurred

7. **Enforcement**

The security constituted by this Deed shall become enforceable upon and at any time after the occurrence of any of the following events -

7.1 an event of default as defined in the Facility Agreement,

7.2 the Lender considers in its absolute discretion that the security constituted under this Deed is in jeopardy

8 **Powers**

8.1 At any time after this Deed has become enforceable the Lender may in its absolute discretion enforce all or any part of the security created by this Deed as it sees fit and, in particular but without limitation, may exercise all or any of the powers conferred on mortgagees by the Act and all or any of the powers and discretions conferred by this Deed In addition but without limitation the Lender shall be and is entitled (but not obliged) to exercise all and/or any rights and powers in relation to the Charged Assets which could have been exercised by the Chargor including -

8.1.2 power to apply or transfer as the Lender thinks fit (whether on or before or after the expiry of any fixed or minimum period for which any amount may have been deposited) all or any part of the Deposit in or towards payment or discharge of the Secured Liabilities;

8.1.3 power to sell, assign or otherwise dispose of all or any of the Charged Assets,

8.1.4 power to receive all or any money payable in respect of or in connection with all or any of the Charged Assets, and/or

8.1.5 power to negotiate, compromise and/or agree any dispute arising out of all or any of the Charged Assets

8.2 Section 103 of the Act will not apply to this Deed and the Lender may exercise its power of sale and other powers under that or any other Act or this Deed at any time after the date of this Deed

8.3 Section 93 of the Act will not apply to this Deed.

8.4 The Lender may exercise all or any of the powers referred to in this Deed in such manner and to such extent as the Lender considers appropriate (in its sole discretion) and in particular (but without limitation to the generality of the foregoing) shall not be under any duty to maximise the proceeds arising from the Charged Assets

8.5 The Lender shall not be liable to account to the Chargor as mortgagee in possession or otherwise in respect of all or any of the Charged Assets and shall not be liable to the Chargor for any loss or damage arising from the exercise by the Lender of all or any of the powers conferred by this Deed or the Act (including, without limitation, any loss of interest arising from the termination before maturity of any deposit)

8.6 At any time after this Deed becomes enforceable, the Lender may redeem any prior mortgage, charge or encumbrance in respect of all or any of the Charged Assets or procure the transfer of them to itself and may settle the accounts of the prior mortgagee, chargee or encumbrancer and any accounts so settled will be, in the absence of manifest error, conclusive and binding on the Chargor All money paid by the Lender to the mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities

9. Application of Security Proceeds

9.1 Any money received under the powers conferred by this Deed or the Act will, subject to the payment or repayment of any prior claims and of all costs and expenses incurred by the Lender under or in connection with this Deed, be paid or applied in payment or discharge of the Secured Liabilities provided that the Lender may, without prejudice to any other rights the Lender may have at any time and from time to time, place and keep for such time as the Lender may think prudent any money received, recovered or realised under or by virtue of this Deed to or at a separate or suspense account to the credit either of the Chargor of the Lender or as the Lender thinks fit without any immediate obligation on the part of the Lender to apply such money or any part of such money in or towards the payment or discharge of the Secured Liabilities

9.2 Subject to clause 9.1, any monies received or realised by the Lender from the Chargor under this Deed may be applied by the Lender to any item of account or liability or transaction in such order or manner as the Lender may determine.

10. Protection of Third Parties

No purchaser or other person dealing with the Lender or any agent or delegate of the Lender shall be obliged or concerned to enquire whether the right of the Lender or such agent or delegate to exercise any of the powers conferred by or referred to in this Deed has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether an event has occurred to authorise the Lender or such agent or delegate to act or as to the propriety or validity of the exercise or purported exercise of any such power

11. New Accounts

At any time following the Lender receiving notice (actual or constructive) that all or any of the Charged Assets have been encumbered by the grant of any fixed security, floating charge or other security right or have been disposed of, the Lender will be entitled to close the Chargor's then account or accounts and to open a new account or accounts with the Chargor and (without prejudice to any right of the Lender to combine accounts) no money paid in or carried to the Chargor's credit in any such new account will be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any closed account If the Lender does not open a new account or accounts, the Lender will nevertheless be treated as if it had done so at the time when it received (or was deemed to have received) such notice and as from that time all payments made to the Lender will be credited or be treated as having been credited to the new account or accounts and will not reduce the amount of the Secured Liabilities

12. Costs and Expenses

12.1 The Chargor shall on demand and on a full indemnity basis pay to the Lender

12 1.1 the amount of all costs and expenses (including legal and out of pocket expenses and any Value Added Tax on such costs and expenses) which the Lender and any Receiver appointed by the Lender incurs in connection with

(a) the preparation, negotiation, execution and delivery of this Deed and any related documents,

(b) any actual or proposed amendment of or waiver or consent under or in connection with this Deed or any other Finance Document,

(c) any discharge or release of this Deed,

(d) the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with and the enforcement (or attempted enforcement) of this Deed and any other Finance Document,

(e) obtaining payment of the Secured Liabilities, and

(f) dealing with or obtaining advice about any other matter or question arising out of or in connection with this Deed or any other Finance Document, and

12.1 2 all other monies paid by the Lender in perfecting or otherwise in connection with this Deed or in connection with the Charged Assets

12 2 Such costs expenses and other monies shall be recoverable from the Chargor as a debt and shall bear interest accordingly at the Default Rate and shall be charged on the Charged Assets

13. Power of Attorney

13.1 The Chargor irrevocably appoints the Lender and the Receiver jointly and also severally the attorney and attorneys of the Chargor for the Chargor and in the name and on behalf

of the Chargor and as the act and deed of the Chargor or otherwise to sign, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Deed including (without limitation) to execute any documents necessary to exercise any of the Lender's rights under this Deed.

13.2 The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Deed.

13.3 This power of attorney is irrevocable and is granted for value as part of the security constituted by this Deed

14. Indemnity

14.1 The Lender and every attorney, manager, agent, employee or other person appointed by the Lender under or in connection with this Deed shall be indemnified by the Chargor in respect of all liabilities, costs, losses and expenses incurred by it or him in the execution (or purported execution) of any of the powers, authorities or discretions vested in them or him under the terms of this Deed (or by any law or regulation) and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way in connection with or relating to all or any of the Charged Assets and the Lender or any such other person may retain and pay all sums in respect of the same out of moneys received under the powers conferred by this Deed.

14.2 The indemnity under clause 14.1 shall not apply to the extent that any such liability, cost, loss and/or expense arises as a result of the wilful default or gross negligence of the Lender

15. Notices

15.1 Every notice demand or other communication under this Deed shall be in writing and may be delivered personally or by letter or facsimile transmission despatched as follows

(a) if to the Lender to its address specified at the head of this Deed

(b) if to the Chargor to its address specified at the head of this Deed or its registered or principal office for the time being

or to such other address and/or facsimile number as may be notified in accordance with this Clause by the relevant party to the other party for such purpose

15.2 Every notice demand or other communication shall be deemed to have been received (if sent by post) 24 hours after despatch and (if delivered personally or despatched by facsimile transmission) at the time of delivery if during normal business hours in the place of intended receipt on a working day in that place and otherwise at the opening of business in that place on the next succeeding such working day.

15.3 Any notices, demands or other communication to be given by the Lender may be made by any person or firm acting as solicitor or solicitors for the Lender.

16. Assignment

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

17. Miscellaneous

17 1 No delay or omission on the part of the Lender in exercising any right or remedy under this Deed shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Deed of that or any other right or remedy

17 2 The Lender's rights under this Deed are cumulative and not exclusive of any rights provided by law and may be exercised in accordance with the provisions of this Deed and of the Facility Agreement from time to time and as often as the Lender deems expedient

17 3 Any waiver by the Lender of any terms of this Deed or any consent or approval given by the Lender under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given

17 4 If at any time any one or more of the provisions of this Deed is or becomes illegal invalid or unenforceable in any way under any law or any jurisdiction neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result

17 5 Any certificate or determination of the Lender as to the amount of the Secured Liabilities or without limitation any matter provided for in this Deed shall in the absence of manifest error be conclusive and binding on the Chargor

17 6 The Chargor warrants that this Deed does not contravene any of the provisions of its Memorandum and Articles of Association

17 7 This Deed may be executed in any number of counterparts all of which taken together shall constitute one and the same instrument

18. Law and Jurisdiction

18 1 This Deed is governed by and shall be construed in accordance with the laws of England and Wales

18 2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction in connection with any claim, dispute or difference concerning this Deed and any matter arising from it

IN WITNESS whereof this Deed has been executed by the Chargor as a deed and signed by the Lender and shall take effect on the day and year stated at the beginning of this document

EXECUTION

Chargor

EXECUTED as a **DEED** by)
OAKAPPLE PROPERTIES)
LIMITED)
acting by its

Director

Director/~~Secretary~~

OR

EXECUTED as a **DEED** by)
OAKAPPLE PROPERTIES)
LIMITED)
acting by) _____
in the presence of) Director

Name of Witness _____

Address of Witness _____

_____

_____

Signature of Witness _____

Lender

SIGNED by)
for and on behalf of)
JULIAN HODGE BANK LIMITED) _____