



Registration of a Charge

Company name: **HH NO. 3 LIMITED**

Company number: **11159018**



X81164OI

Received for Electronic Filing: **11/11/2019**

Details of Charge

Date of creation: **25/10/2019**

Charge code: **1115 9018 0007**

Persons entitled: **WAINHOMES (NORTH WEST) LIMITED**

Brief description: **(PLOT 236, LAWTON GREEN) APARTMENT 1, 3 MYRTLE WOOD ROAD,
ALSAGER, STOKE ON TRENTST7 2WL**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JANE LANCASTER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11159018

Charge code: 1115 9018 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th October 2019 and created by HH NO. 3 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th November 2019 .

Given at Companies House, Cardiff on 12th November 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**

DATED 25 OCTOBER 2019

(1) HH NO. 3 LIMITED
(AS MORTGAGOR)

(2) WAINHOMES (NORTH WEST) LIMITED
(AS MORTGAGEE)

LEGAL MORTGAGE

We certify this document as a true copy of
the original, save for material redacted pursuant
to Section 859A Companies Act 2006.

Eversheds Sutherland.

Eversheds Sutherland (International) LLP.



Pinsent Masons

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THIS DEED is made on

25 OCTOBER

2019

BETWEEN:-

- (1) **HH NO. 3 LIMITED** (a company registered in England and Wales with company number 11159018) whose registered office is at 5th Floor, 1 New Change, London EC4M 9AF (the "Mortgagor"); and
- (2) **WAINHOMES (NORTH WEST) LIMITED** (a company registered in England and Wales with company number 04978580) whose registered office is at Exchange House, Kelburn Court, Birchwood, Warrington WA3 6UT (the "Mortgagee").

IT IS AGREED as follows:-

1. **INTERPRETATION**

1.1 **Definitions**

In this Deed:-

"Charged Property"	means all the property, assets and undertaking of the Mortgagor which from time to time are, or are expressed to be, the subject of the Security created in favour of the Mortgagee by or pursuant to this Deed
"Fixtures"	means all things of any kind owned by the Mortgagor which are now or at any time affixed (for any purpose, including trade and tenants' fixtures) to the Land charged pursuant to this Deed
"Insurances"	means all contracts and policies of insurance or assurance in force at any time in relation to the Charged Property
"Land"	means the freehold land described in Schedule 1 including any buildings and Fixtures thereon
"LPA"	means the Law of Property Act 1925
"Plant and Machinery"	means all fixed and moveable plant, machinery, tools, vehicles, computers and office and other equipment owned by the Mortgagor and the benefit of all related authorisations, agreements and warranties at any time and from time to time in, on or affecting or relating to the Charged Property
"Prescribed Rate"	has the meaning given to that term in the particulars to the Sale and Purchase Agreement
"Receiver"	means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property
"Related Rights"	means in relation to any Charged Property:- <ol style="list-style-type: none">(a) the proceeds of sale of any part of the Charged Property;(b) all rights under any licence, agreement for sale or agreement for lease in respect of the Charged

Property;

- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Charged Property; and
- (d) any moneys and proceeds paid or payable in respect of the Charged Property

"Secured Liabilities"

means all sums due from the Mortgagor to the Mortgagee under and pursuant to paragraphs 2.6 of an agreement dated 20 May 2019 between (1) the Mortgagee (2) Heylo Housing Group Limited and (3) Heylo Housing Registered Provider Limited and novated to (1) the Mortgagor (2) the Mortgagee and (3) Heylo Housing Group Limited by way of a deed of novation dated the same date as this mortgage

"Security"

means a mortgage, charge, pledge, lien or any other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

"Security Period"

means the period beginning on the date of this Deed and ending on the date on which the Mortgagee is satisfied that the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and all agreements or deeds which might give rise to Secured Liabilities have terminated

1.2 Interpretation

1.2.1 In this Deed, unless the context otherwise requires:

- (a) a reference to an agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any amounts made available under that agreement or instrument;
- (b) "including" means "including, without limitation"; and
- (c) a reference to any person shall be construed so as to include its successors in title, permitted assigns and permitted transferees.

1.3 Law of Property (Miscellaneous Provisions) Act 1989

The terms of the Sale and Purchase Agreement are incorporated in this Deed to the extent required to ensure that any purported disposition of an interest in Land contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Third party rights

- 1.4.1 Unless expressly provided to the contrary in this Deed a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or enjoy the benefit of any term of this Deed.
- 1.4.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

2. COVENANT TO PAY

2.1 Secured Liabilities

The Mortgagor covenants that it will on demand pay and discharge any or all of the Secured Liabilities when due.

2.2 Interest

The Mortgagor covenants to pay interest on any sum demanded in accordance with Clause 2.1 (*Secured Liabilities*) (both before and after judgment) at the Prescribed Rate until that sum is unconditionally and irrevocably paid in full.

3. GRANT OF SECURITY

3.1 Security

As a continuing security for payment of the Secured Liabilities the Mortgagor with full title guarantee:

3.1.1 charges to the Mortgagee all its right, title and interest from time to time in and to each of the following:-

- (a) by way of first legal mortgage all Land described in Schedule 1 (*The Property*);
- (b) by way of first fixed charge:-
 - (i) all Land described in Schedule 1 (to the extent not effectively charged by Clause 3.1.1(a));
 - (ii) all Plant and Machinery (to the extent not effectively charged by Clause 3.1.1(a)); and
 - (iii) all Related Rights in respect of the Charged Property; and

3.1.2 assigns absolutely in favour of the Mortgagee all its right, title and interest from time to time in and to the Insurances and all benefits accruing under the Insurances, subject to a proviso for reassignment on redemption.

3.2 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Mortgagor shall hold it on trust for the Mortgagee.

4. REPRESENTATIONS AND WARRANTIES

The Mortgagor represents and warrants to the Mortgagee that:

4.1 Status

- (a) it is a limited company duly organised, validly existing and registered under the relevant laws of its jurisdiction of incorporation;
- (b) it has the power to own its assets and carry on its business as it is being conducted;

4.2 Authority

It is empowered to enter into and perform its obligations contained in this Deed and has taken all necessary action to authorise the execution, delivery and performance of this Deed, to create the security to be constituted by this Deed and to observe and perform its obligations under this Deed;

4.3 Binding obligations

The obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations;

4.4 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of this Deed and security constituted by this Deed do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

5. UNDERTAKINGS BY THE MORTGAGOR

5.1 Payments without deduction

The Mortgagor shall calculate and make all payments under this Deed without (and free and clear of any deduction for) set-off or counterclaim.

5.2 Insurance

The Mortgagor shall (in relation to the freehold Land only):

- (a) keep the Land comprehensively insured for full replacement value with a reputable insurance company or underwriters provided that if the Mortgagor fails to comply with the terms of this paragraph (a) or (b) below, the Mortgagee may, at the Mortgagor's expense, effect any insurance and generally do the things and take the action as the Mortgagee considers necessary or desirable to prevent or remedy any breach of this paragraph (a) or paragraph (b) below; and
- (b) use reasonable endeavours that the interest of the Mortgagee is noted under each of the insurance policies (other than public liability and third party liability insurances) but without liability on the part of the Mortgagee for any premium in relation to those insurance policies; and
- (c) hold the proceeds of any insurance on trust for the Mortgagee to be applied as the Mortgagee sees fit.

6. APPLICATION TO THE LAND REGISTRY

The Mortgagor and the Mortgagee apply to the Land Registry for the following restriction to be entered on to the registered title of the Land described in Schedule 1:-

"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 25 October 2014, in favour of Wainhomes (North West) Limited or their conveyancer referred to in the charges register (Form P)"

7. RESTRICTIONS AND FURTHER ASSURANCE

7.1 Security

The Mortgagor shall not create any new Security over any Charged Property (save in favour of the Mortgagee) without the prior written consent of the Mortgagee.

7.2 Disposal

The Mortgagor shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of the Land described in Schedule 1 except with the prior written consent of the Mortgagee

7.3 Further assurance

The Mortgagor shall promptly do whatever the Mortgagee requires:-

7.3.1 to perfect or protect the Security created or expressed to be created by this Deed, or its priority; or

7.3.2 to facilitate the realisation of the Charged Property or the exercise of any rights vested in the Mortgagee or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to the Mortgagee or its nominees or otherwise), making any registration and giving any notice, order or direction.

8. DEMAND AND ENFORCEMENT

8.1 Enforcement

The Security created by this Deed shall become enforceable upon:-

8.1.1 failure by the Mortgagor to pay any amount of the Secured Liabilities when due in accordance with the terms of the Sale and Purchase Agreement; and

8.1.2 any request being made by the Mortgagor to the Mortgagee for the appointment of a Receiver or an administrator, or for the Mortgagee to exercise any other power or right available to it.

8.2 Powers on enforcement

At any time after the Security created by this Deed has become enforceable, the Mortgagee may (without prejudice to any other rights and remedies and without notice to the Mortgagor) do all or any of the following:-

8.2.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions imposed by sections 103 or 109(1) of the LPA;

8.2.2 exercise the power of leasing, letting, entering into agreements for leases or lettings or accepting or agreeing to accept surrenders of leases in relation to any Charged Property, without the restrictions imposed by sections 99 and 100 of the LPA; and

8.2.3 subject to Clause 9.1 (*Method of appointment or removal*), appoint one or more persons to be a Receiver or Receivers of all or any of the Charged Property.

8.3 Disposal of the Charged Property

In exercising the powers referred to in Clause 9.3 (*Powers*), the Mortgagee or any Receiver may sell or dispose of all or any of the Charged Property at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

8.4 Same rights as Receiver

Any rights conferred by this Deed or the Sale and Purchase Agreement upon a Receiver may be exercised by the Mortgagee, or to the extent permitted by law, an administrator, after the Security created by this Deed has become enforceable, whether or not the Mortgagee shall have taken possession or appointed a Receiver of the Charged Property.

8.5 Delegation

The Mortgagee may delegate in any manner to any person any rights exercisable by the Mortgagee under this Deed or the Sale and Purchase Agreement. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Mortgagee thinks fit.

9. RECEIVERS

9.1 Method of appointment or removal

Every appointment or removal of a Receiver, any delegate or any other person by the Mortgagee under this Deed shall be in writing under the hand of any officer or manager of the Mortgagee (subject to any requirement for a court order in the case of the removal of an administrative receiver).

9.2 Removal

The Mortgagee may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of such Charged Property) appoint a further or other Receiver or Receivers over all or any part of such Charged Property.

9.3 Powers

Every Receiver shall have and be entitled to exercise all the powers:-

9.3.1 of the Mortgagee under this Deed;

9.3.2 conferred by the LPA on mortgagees in possession and on Receivers appointed under the LPA;

9.3.3 of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;

9.3.4 in relation to any Charged Property, which he would have if he were its only beneficial owner; and

9.3.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

9.4 Receiver as agent

The Receiver shall be the agent of the Mortgagor (which shall be solely liable for his acts, defaults, remuneration, losses and liabilities) unless and until the Mortgagor goes into liquidation, from which time he shall act as principal and shall not become the agent of the Mortgagee.

9.5 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

9.6 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by the Mortgagee and the maximum rate specified in section 109(6) of the LPA shall not apply.

10. APPLICATION OF MONEYS

All sums received by virtue of this Deed by the Mortgagee or any Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

- 10.1.1 first, in payment of the costs, charges and expenses of and incidental to the appointment of any Receiver and the payment of his remuneration;
- 10.1.2 second, in payment and discharge of any liabilities incurred by the Receiver on behalf of the Chargor in the exercise of any of the powers of any Receiver;
- 10.1.3 third, in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of section 109(8) LPA;
- 10.1.4 fourth, in or towards payment of the Secured Liabilities; and
- 10.1.5 fifth, in the payment of the surplus (if any), to the Mortgagor or any other person entitled to it.

and the provisions of this Clause 10 shall take effect as and by way of variation and extension to the provisions of Section 109 LPA, which provisions as so varied and extended shall be deemed incorporated in this Deed.

11. POWER OF ATTORNEY

11.1 Appointment

The Mortgagor irrevocably and by way of security appoints:-

- 11.1.1 the Mortgagee (whether or not a Receiver has been appointed);
- 11.1.2 any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Mortgagee; and
- 11.1.3 (as a separate appointment) each Receiver,

severally as the Mortgagor's attorney and attorneys with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Mortgagor, which the Mortgagor could be required to do or execute under any provision of this Deed, or which the Mortgagee in its sole opinion may consider necessary or desirable for perfecting its Security under this Deed or its title to any of the Charged Property or enabling the Mortgagee or the Receiver to

exercise any of its rights or powers under this Deed or in connection with the realisation of any Charged Property.

11.2 Ratification

The Mortgagor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 11.1 (*Appointment*) does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 11.1 (*Appointment*).

12. PROTECTION OF THIRD PARTIES

12.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon the Mortgagee, as varied and extended by this Deed, and all other powers of the Mortgagee, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Deed.

12.2 Purchasers

No purchaser from or other person dealing with the Mortgagee, any person to whom it has delegated any of its powers, or the Receiver, shall be concerned:-

12.2.1 to enquire whether any of the powers which the Mortgagee or a Receiver have exercised has arisen or become exercisable;

12.2.2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act; or

12.2.3 as to the propriety or validity of the exercise of those powers,

and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

12.3 Receipts

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Mortgagee, any Receiver or any person to whom any of them have delegated any of their powers.

13. PROTECTION OF THE MORTGAGEE AND ANY RECEIVER

13.1 No liability

None of the Mortgagee, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed.

13.2 No mortgagee in possession

Without prejudice to any other provision of this Deed, entry into possession of any Charged Property shall not render the Mortgagee, any Receiver or any of their respective officers or employees liable:-

13.2.1 to account as mortgagee in possession;

13.2.2 for any loss on realisation; or

13.2.3 for any default or omission for which a mortgagee in possession might be liable,

and if and whenever the Mortgagee or any Receiver enters into possession of any Charged Property it shall be entitled at any time it or he thinks fit to relinquish possession.

13.3 Indemnity

The Mortgagor shall indemnify and keep indemnified the Mortgagee, any Receiver, and their respective officers, employees and delegates, against all claims, costs, expenses and liabilities incurred by them in respect of all or any of the following:-

13.3.1 any act or omission by any of them in relation to all or any of the Charged Property;

13.3.2 any payment relating to or in respect of all or any of the Charged Property which is made at any time by any of them;

13.3.3 any stamp, registration or similar tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;

13.3.4 exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Deed; and

13.3.5 any breach by the Mortgagor of any of its covenants or other obligations to the Mortgagee,

except in the case of gross negligence or wilful misconduct on the part of that person.

13.4 Interest

The Mortgagor shall pay interest at the Prescribed Rate on the sums payable under this Clause 13 (*Protection of the Mortgagee and any Receiver*) from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

13.5 Indemnity out of the Charged Property

The Mortgagee, any Receiver and their respective officers, employees and delegates shall be entitled to be indemnified out of the Charged Property in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 13.3 (*Indemnity*).

13.6 Continuing protection

The provisions of this Clause 13 (*Protection of the Mortgagee and any Receiver*) shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office.

14. PROVISIONS RELATING TO THE MORTGAGEE

14.1 Powers and discretions

The rights, powers and discretions given to the Mortgagee in this Deed:-

14.1.1 may be exercised as often as and in such manner as, the Mortgagee thinks fit;

14.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and

14.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

14.2 Trusts

The perpetuity period for any trusts constituted by this Deed shall be 125 years.

15. PRESERVATION OF SECURITY

15.1 Continuing Security

This Deed shall be a continuing security to the Mortgagee and shall remain in force until expressly discharged in writing by the Mortgagee notwithstanding any intermediate settlement of account or other matter or thing whatsoever.

15.2 Additional Security

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security of any kind which the Mortgagee may have now or at any time in the future for or in respect of any of the Secured Liabilities.

15.3 Waiver of Defences

Neither the Security created by this Deed nor the obligations of the Mortgagor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (whether or not known to it or the Mortgagee) including:-

- 15.3.1 any time, waiver or consent granted to, or composition with, the Mortgagor or other person;
- 15.3.2 the release of the Mortgagor or any other person under the terms of any composition or arrangement with any person;
- 15.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of the Mortgagor 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;
- 15.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Mortgagor or any other person;
- 15.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of this Deed, the Sale and Purchase Agreement or any other document or Security;
- 15.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security created by, any person under this Deed, the Sale and Purchase Agreement or any other document; or
- 15.3.7 an insolvency, liquidation, administration or similar procedure.

15.4 Immediate Recourse

The Mortgagor waives any right it may have of first requiring the Mortgagee to proceed against or enforce any other rights of Security or claim payment from any person before claiming from the Mortgagor under this Deed. This waiver applies irrespective of any law or any provision of this Deed or the Sale and Purchase Agreement to the contrary.

15.5 Appropriations

During the Security Period the Mortgagee may:-

15.5.1 refrain from applying or enforcing any monies, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 10 (*Application of moneys*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Mortgagor shall not be entitled to the same; and

15.5.2 hold in an interest-bearing suspense account any moneys received from the Mortgagor on or account of the Secured Liabilities.

15.6 Deferral of Mortgagor's rights

During the Security Period and unless the Mortgagee otherwise directs, the Mortgagor shall not exercise any rights which it may have by reason of performance by its obligations under this Deed or the enforcement of the Security created by this Deed:-

15.6.1 to receive or claim payment from, or be indemnified by any third party;

15.6.2 to claim any contribution from any guarantor of, or provider of Security in respect of, the Secured Liabilities; and

15.6.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Mortgagee in respect of the Secured Liabilities or of any guarantee or Security taken pursuant to, or in connection with, the Secured Liabilities.

16. RELEASE

16.1 Release

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities or termination of the Sale and Purchase Agreement, the Mortgagee shall:-

16.1.1 release the Charged Property from this Deed; and

16.1.2 re-assign the Charged Property that has been assigned to the Mortgagor under this Deed to the Mortgagee.

16.2 Reinstatement

If the Mortgagee considers that any amount paid or credited to the Mortgagee in respect of the Secured Liabilities is capable of being avoided, reduced or otherwise set aside:-

16.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged; and

16.2.2 the liability of the Mortgagor and the Security created by this Deed shall continue as if that amount had not been paid or credited.

16.3 Consolidation

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed.

17. MISCELLANEOUS PROVISIONS

17.1 Severability

If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:-

17.1.1 the validity or enforceability of any other provision, in any jurisdiction; or

17.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

17.2 Amendments and variations

This Deed shall remain in full force and effect notwithstanding any amendment, restatement, novation or supplementation of the Sale and Purchase Agreement (including any increase in the amount of the Secured Liabilities).

17.3 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Mortgagee, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provide by law.

17.4 Counterparts

This Deed 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 Deed.

18. GOVERNING LAW

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

19. ENFORCEMENT

19.1 Jurisdiction of English Courts

19.1.1 The courts of England have exclusive jurisdiction to settle any dispute (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").

19.1.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

19.1.3 This Clause 19.1 (*Jurisdiction of English Courts*) is for the benefit of the Mortgagee only. As a result, the Mortgagee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Mortgagee may take concurrent proceedings in any number of jurisdictions.

Executed and delivered as a deed on the date appearing at the beginning of this Deed.

SCHEDULE 1

THE PROPERTY

Brief Details of the Property	
(Plot 236, Lawton Green) Apartment 1, 3 MYRTLE WOOD ROAD, ALSAGER STOKE ON TRENT, ST7 2WL	
Each above property is as comprised in a Transfer or Lease of even date herewith between (1) the Mortgagee and (2) the Mortgagor	

EXECUTED as a DEED by
HH NO. 3 LIMITED
acting by a director/attorney

REDACTED

Director Attorney

in the presence of:-

Witness signature:-

Indre Vasiljevaite

Witness name:-

Witness address:-

6th Floor
Design Centre East
SW10 0XF

Executed as a deed by)
WAINHOMES (NORTH)
WEST) LIMITED)
acting by two directors or)
one director and its secretary)

Signature of director/secretary

Name (in BLOCK CAPITALS)

Signature of director/secretary

Name (in BLOCK CAPITALS)