13/87F3U

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 online
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 MR08

For further information, please refer to our guidance at www companieshouse gov uk

This form **must be delivered to the Registrar for registration w 21 days** beginning with the day after the date of creation of the cha delivered outside of the 21 days it will be rejected unless it is accom court order extending the time for delivery

FRIDAY

A4E84WQJ
A16 21/08/2015 #136
COMPANIES HOUSE

You **must** enclose a certified copy of the instrument with this form scanned and placed on the public record **Do not send the original**

1 Company details

For official use 34

Company number 00848480

Company name in full GLEESON DEVELOPMENTS 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 d1 d4 m0 m8 y2 y0 y1 y5

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 GENTOO SUNDERLAND 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

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

Brief description

THE FREEHOLD PROPERTY AT HETTON DOWNS HETTON LE HOLE AND ALL BUILDINGS, ERECTIONS, STRUCTURES, FIXTURES, FITTINGS AND APPURTENANCES ON IT

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 S. Warn X

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 NIA WALLIS

Company name GENTOO GROUP LIMITED

Address EMPEROR HOUSE, 2 EMPEROR WAY

DOXFORD INTERNATIONAL BUSINESS PA

Post town SUNDERLAND

County/Region TYNE AND WEAR

Postcode S R 3 3 X R

Country UNITED KINGDOM

DX

Telephone 0191 525 5000

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: 848808

Charge code: 0084 8808 0034

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th August 2015 and created by GLEESON DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st August 2015

P

Given at Companies House, Cardiff on 28th August 2015

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 14 August 2015

LEGAL CHARGE

relating to

LAND AT HETTON DOWNS, HETTON LE HOLE

between

GLEESON DEVELOPMENTS LIMITED

and

GENTOO SUNDERLAND LIMITED

/

Certified to be a true copy of the original document.

Gentoo Group Limited

14/8/15

HM LAND REGISTRY

LAND REGISTRATION ACT 2002

Administrative area	Sunderland Tyne & Wear
Title number(s)	**TY524996**
Property	Land at Hetton Downs, Hetton le Hole as shown edged red on the plan

THIS LEGAL CHARGE is made this 14th day of August 2015

BETWEEN

(1) **GLEESON DEVELOPMENTS LIMITED** incorporated and registered in England and Wales with company number 00848808 whose registered office is at Sentinel House, Harvest Crescent, Ansells Business Park, Fleet, Hampshire, GU51 TUZ (the '**Borrower**') and

(2) **GENTOO SUNDERLAND LIMITED** (Company Registration No, 4039199) whose registered office is at Emperor House 2 Emperor Way, Doxford International Business Park, Sunderland, SR3 3XR (the '**Lender**')

NOW THIS DEED WITNESSES as follows

1 DEFINITIONS AND INTERPRETATION

For all purposes of this legal charge the terms defined in this clause have the meanings specified

1 1 Unless the context otherwise requires

1 1 1 the singular includes the plural and vice versa,

1 1 2 references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa, and

1 1 3 references in the masculine gender include references in the feminine or neuter genders and vice versa

1 2 The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation

1 3 Unless the context otherwise requires the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons

1 4 Where any party to this deed for the time being comprises two or more persons,



gentoo

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Scale 1 1250

Hetton Downs
Hetton le Hole

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obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally

1 5 Any covenant by the Borrower not to do anything includes an obligation to use all reasonable endeavours not to permit or suffer that thing to be done by another person

1 6 Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered

1 7 Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute

1 8 'Agreement' means the Property purchase contract dated the 23rd day of December 2013 and made between the Lender (as seller), and the Borrower (as buyer)

1 9 'Interest' interest at the rate of 4% per annum above the base rate of the Bank of England for the time being, calculated daily and compounded quarterly on the usual quarter days

1 10 'Planning Acts' means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and all statutes, regulations and orders included by virtue of clause 1 7

1 11 'Relevant Due Date for Payment' means the 27th day of January 2016

1 11 'Secured Amounts' means the sum of two hundred and ninety one thousand pounds (£291,000 00) and any other interest or other sums due from the Borrower to the Lender pursuant to the Agreement

1 12 'Secured Land' means the freehold property forming part of the Property and all buildings, erections, structures, fixtures, fittings and appurtenances on it from time to time, shown edged and cross hatched pink on the attached plan or any part of it

1 13 'Property' means the freehold property situate and known as Land at Hetton Downs, Hetton le Hole and registered at HM Land Registry with title absolute under title number TY524996 and all buildings, erections, structures, fixtures, fittings and appurtenances on it from time to time shown edged red on the attached plan

1 14 'Rents' means any sum payable to the Borrower (and any right to recover any such a sum) by way of rent, service charge or otherwise under any lease of the Secured Land, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon the Secured Land, or other income arising from the Secured Land and by way of rent or otherwise for or in connection with the possession or use of, or in respect of any trespass to or conversion of, any chattel at the Secured Land

1 15 'VAT' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to sums payable by the Borrower are exclusive of VAT

2 RECITALS

2 1 The Borrower is registered at Land Registry as proprietor with title absolute of the Property free from incumbrances

2 2 The Lender has agreed to lend to the Borrower the Secured Amounts (or that part of it which is to be lent to him on the date of this deed) on condition that the repayment of the Secured Amounts together with interest is secured in the manner set out in this document

2 3 The Borrower represents and warrants to the Lender that the execution of and the observance and performance of the Borrower's obligations under this mortgage does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement

3 PAYMENT OF SECURED AMOUNTS, INTEREST AND COSTS

In consideration of the Secured Amounts (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as follows

3 1 Payment of Secured Amounts

The Borrower covenants with the Lender to pay the sums due under the terms of the Agreement to the Lender free from any legal or equitable right of set-off on the dates set out in the Agreement for such payment

3 2 Interest

3 2 1 If the Secured Amounts or any part of it is not paid on or before the relevant due date for payment, the Borrower shall pay to the Lender Interest on the Secured Amounts (or so much of it as may from time to time remain outstanding), from the relevant due date for payment until the date of actual payment, such interest to be payable as well after as before any judgement or the administration or liquidation or, as appropriate, bankruptcy, death or insanity of the Borrower

3 2.2 Interest payable under this security shall be capitalised quarterly on the usual quarter days and added to the Secured Amounts and be charged on the Secured Land

3 2 3 The capitalisation of arrears of Interest is to be without prejudice to the Lender's right at any time to enforce payment of the sums concerned as interest in arrear

3 2 4 Otherwise all covenants and provisions contained in this mortgage and all powers and remedies conferred by law or by this mortgage and all rules of law or equity relating to the Secured Amounts and interest on it shall equally apply to capitalised arrears of interest and to interest on them

3 3 Costs, charges, expenses and other liabilities

3 3 1 The Borrower covenants with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and

associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with Interest from the date when the Lender becomes liable for them until payment by the Borrower, such interest to be payable in the same manner as interest on the Secured Amounts

3 3 2 Without prejudice to the generality of the provisions of that clause, the Borrower's liability under clause 3 3 1 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of

(a) the contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted by this deed,

(b) the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed,

(c) the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender,

(d) any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this security or associated with it,

(e) any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower, and

(f) the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security

4 LEGAL CHARGE

4 1 As security for the Secured Amounts, the Borrower, with full title guarantee, charges the Secured Land and the Rents to the Lender by way of separate fixed legal charge with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed

4 2 Following the payment of the whole of the Secured Amounts and any interest due thereon the Lender will immediately release from this deed the Secured Land and the Rents associated with it

5 BORROWER'S COVENANTS AS TO THE PROPERTY

The Borrower covenants with the Lender in relation to the Property as follows

5 1 Insurance

The Borrower will

5 1 1 ensure the Property is kept insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), in such name or names, and against loss or damage due to such risks and with such underwriters as the Lender may in each case and from time to time approve in writing, and

5 1 2 make all payments required for this purpose as and when they become due and will when required by the Lender deliver to the Lender the policy of insurance and the receipt for each payment

5 1 3 If the Borrower fails to perform any of his obligations under this clause 5 1 and if the Lender takes out any insurance on the Property or any part of it, the Borrower will on demand repay to the Lender all payments made by him for that purpose and will pay Interest from the date of payment until repayment on any money not repaid on demand and all such money and interest shall be charged on the Property

5 1 4 Any money received under any policy of insurance effected or maintained by the Borrower in respect of the Property (whether or not pursuant to his obligations under this clause 5 1) shall, at the option and absolute discretion of the Lender, be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security, and if received by the Borrower will be held on trust for the Lender for this purpose

5 2 Outgoings

The Borrower will punctually pay and indemnify the Lender against all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it

5 3 General covenant to comply with statutes etc

The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property or to the employment of persons in the Property or the trade or business for the time being carried on there are complied with in all respects

5 4 General covenant to produce notices etc

5 4 1 The Borrower will immediately produce to the Lender any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party, and will allow the Lender to make a copy of it

5 4 2 The Borrower will comply with any order, direction, permission, notice or other

matter referred to in clause 5 4 1 without delay or, if the Lender so requires, will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve writing

5 5 Specific covenants relating to planning and environmental matters

If the Borrower at any time obtains permission for any development of the Property within the provisions of the Planning Acts he will comply with all conditions subject to which such permission is granted

5 6 Compliance with environmental matters

The Borrower will observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property

5 7 Compliance with notices etc

5 7 1 If any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Planning Acts or the Environmental Protection Act 1990 in relation to the Property the Borrower will immediately produce the same to the Lender and allow the Lender to take a copy of it

5 7 2 The Borrower will at his own expense in all respects comply with the requirements of any notice, order or proposal referred to in clause 5 7 1 without delay and in any event within any time which may be specified for compliance Alternatively, if the Lender so requires, the Borrower will make or join with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice, order or proposal

5 7 3 If the Borrower fails to take immediate steps to commence compliance or fails within the relevant time limit to conclude compliance with the requirements of any notice, order or proposal referred to in clause 5 7 1, the Lender may (but shall not be obliged to) at any time thereafter enter on the Property and execute any works and do anything on the Property necessary to ensure such compliance without the Lender thereby becoming liable as mortgagee in possession All costs and expenses so incurred by the Lender will be repaid by the Borrower to the Lender on demand together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower all of which money and interest shall be charged on the Property

5 7 4 The Borrower irrevocably appoints the Lender and his substitutes for the time being to be the Borrower's attorney to apply for and procure on the Borrower's behalf any licences, permissions or other things from any competent authority necessary for the execution of the works authorised by this clause 5 7 to be executed by the Lender on the default of the Borrower

5 7 5 All expenses incurred by the Lender in securing the licences, permissions and other things referred to in clause 5 7 4 shall be treated as part of the cost of the works and such expenses and interest on them shall be charged upon the Property as provided by clause 5 7 3

5 8 Specific covenant in relation to compulsory purchase

5 8 1 The Borrower will not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent) enter into any negotiations with any local or other authority for or consent to the compulsory acquisition of the Property either in whole or in part

5 8 2 If the Lender so requires, the Borrower will permit the Lender to conduct the negotiations and grant the consent referred to in clause 5 8 1 on the Borrower's behalf

5 8 3 Any compensation payable to or received by the Borrower in respect of the compulsory acquisition of the Property or any part of it will, if so and to the extent required by the Lender, be applied in or towards the discharge of the money due under this security

5 9 Leasing and disposal

The Borrower must not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder in relation to the Secured Land

5 10 Compliance with terms of conveyances etc

5 10 1 The Borrower will observe and perform the terms of all conveyances, grants, assignments, transfers, contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower

5 10 2 The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of the terms of the documents referred to in clause 5 10 1

5 10 3 All expenses damages and costs incurred by the Lender in relation to any breach referred to in clause 5 10 2 will be repaid by the Borrower to the Lender on demand together with Interest from the date when the Lender becomes liable for the same until repayment by the Borrower all of which money and interest shall be charged on the Secured Land

5 11 Other charges

The Borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Secured Land other than this security, provided that no such consent shall be required in respect of a second charge in favour of the Santander Bank or other lending institution securing the liabilities of the borrower in the ordinary course of its business

6. LENDER'S POWERS AND RIGHTS

6 1 Exercise of statutory powers

6 1 1 The Law of Property Act 1925 Section 103 shall not apply to this security

6 1 2 At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the Lender's power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Secured Land without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise

6 2 Extension of statutory powers

6 2 1 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Secured Land or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit

6 2 2 By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Secured Land or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Secured Land or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Lender shall think fit For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Section 99 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99(18)

6 2 3 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise and for these purposes the Borrower authorises the Lender to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 Paragraph 2(1) on behalf of the Borrower in respect of the Property

6 2 4 The powers referred to in or granted or varied or extended by this clause 6 2 shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in contract, tort or otherwise

6 3 Powers in respect of chattels and effects

6 3 1 At any time after this security has become enforceable the Lender may, as agent for and on behalf of the Borrower and at the expense of the Borrower, remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, chattels or other items situate at or in the Secured Land which are not charged by this mortgage

6 3 2 The Lender will have no liability to the Borrower for any loss incurred in connection with any removal, storage, preservation, sale or disposal referred to in clause 6 3 1

6 3 3 To the extent the Borrower does not comprise an individual or individuals, the Lender will have the right to set off any proceeds of sale against the sums due

under this security To the extent the Borrower comprises an individual or individuals, the Lender will pay any net proceeds of any sale (after payment of removal, storage and preservation costs and the costs of the sale) to the Borrower on demand

6.3 4 To the extent the Borrower comprises an individual or individuals, the provisions of this clause 6 3 are not intended to grant to the Lender any rights in, or any charge or security over, any livestock, furniture, effects, chattels or other items or the proceeds of any sale of them so as to constitute this security a bill of sale

6 4 Power to appoint a receiver

6 4 1 At any time after this security becomes enforceable, or at the request of the Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Secured Land

6 4.2 The Lender may at any time and from time to time by writing under hand remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver

6 4 3 The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed

6 4 4 None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply

6 4 5 Where more than one receiver is appointed they shall have the power to act severally

6 4 6 Any receiver appointed under this clause 6 4 shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration

6 4 7 Any receiver appointed under this clause 6 4 shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed In the event of ambiguity or conflict the terms of this deed will prevail

6 4 8 In addition to the powers referred to in clause 6 4 7 any receiver appointed under this clause 6 4 shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation or, as appropriate, bankruptcy, death or insanity of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Secured Land In particular (but without limitation) any such receiver shall have the power

(a) to take possession of, collect and get in all or any part of the Secured Land and for that purpose bring any proceedings in the name of the Borrower or otherwise,

order

(a) in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts),

(b) in payment to the receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after, his appointment,

(c) in or towards satisfaction of the amount owing on this security

with the surplus (if any) being paid to the Borrower or other persons entitled to it

6 5 Right to consolidate

The Law of Property Act 1925 Section 93 (restricting the Lender's right of consolidation) shall not apply to this security

7. LAND REGISTRY PROVISIONS

7 1 The Borrower consents to the entry of the following restriction in the proprietorship register of title numbers TY524996

"No disposition of the registered estate affected by the Charge hereinafter referred to (other than a charge) by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated day of . 20 in favour of **GENTOO SUNDERLAND LIMITED** (Company Registration No, 4039199) whose registered office is at 2 Emperor Way, Sunderland, SR3 3XR or their Conveyancer "

7 2 The Borrower consents to the entry of an agreed notice in the charges register of title number TY524996 in relation to the obligations on the part of the Borrower

8. PROTECTION OF THOSE DEALING WITH LENDER OR RECEIVER

No person dealing with the Lender or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters

8 1 whether this security has become enforceable,

8 2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable,

8 3 the propriety, regularity or purpose of the exercise or purported exercise of any such power,

8 4 whether any money remains due under the security, or

8 5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made

and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money

9 INDULGENCE AND WAIVER

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this mortgage grant to the Borrower, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person

10 NOTICES

10 1 Any notice given under this contract must be in writing

10 2 Any notice or document to be given under this contract may be given by delivering it personally or by sending it by pre-paid first class, or recorded delivery post, or fax, or by sending it through a document exchange to the address and for the attention of the relevant party but notice shall not be validly given by e-mail

10 3 Giving a notice or a document to a party's conveyancer has the same effect as giving it to that party

10 4 Any notice or document given in accordance with this clause will be deemed to have been received

10 4 1 if delivered personally, at the time of delivery provided that if delivery occurs before 9 00 am on a Working Day, the notice will be deemed to have been received at 9 00 am on that day, and if delivery occurs after 4 00 pm on a Working Day or on a day which is not a Working Day, the notice will be deemed to have been received at 9 00 am on the next Working Day,

10 4 2 if sent by pre-paid first class or recorded delivery post or through a document exchange, at 9 00 am on the second Working Day after posting, and

10 4 3 if sent by fax and transmitted before 4pm on a Working Day, at the time of transmission

10 5 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class or recorded delivery letter or was properly addressed and put into a document exchange, or that the fax message was properly addressed and transmitted, as the case may be

11. VALIDITY AND SEVERABILITY

11.1 Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

11 2 If this mortgage is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of

capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

12. EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this mortgage is intended to confer any benefit on any person who is not a party to it

13. GOVERNING LAW AND JURISDICTION

13 1 This mortgage shall be governed by and construed in accordance with English law

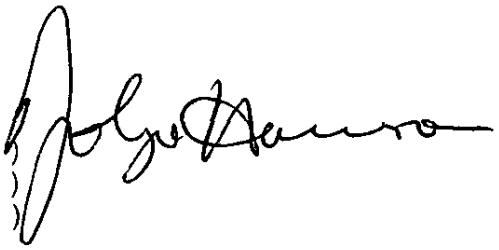
13 2 It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts

13 3 Nothing in this clause shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not

EXECUTED AND DELIVERED AS A DEED, on the date stated at the beginning of it

SIGNED as a DEED on behalf of

GLEESON DEVELOPMENT LIMITED by



Director

In the presence of
Witness name: JOANNE FIDLER
Signature:
~~Director / Secretary~~
Address 6 EUROPA COURT
SHEFFIELD
S9 1XE

Executed as a Deed by
affixing the Common Seal of
GENTOO SUNDERLAND LIMITED
pursuant to a resolution
of the Board of Directors in the
presence of -

Authorised Signatory