



Registration of a Charge

Company name: **COUNTRYSIDE PROPERTIES (UK) LIMITED**

Company number: **00614864**



X8I9AGU9

Received for Electronic Filing: **15/11/2019**

Details of Charge

Date of creation: **08/11/2019**

Charge code: **0061 4864 1148**

Persons entitled: **BOMBARDIER TRANSPORTATION UK LTD**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS PART OF AREA 3 ON THE SOUTH EAST SIDE OF WEST STREET, CREWE BEING THAT PART OF THE LAND REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER CH312445 AS SHOWN EDGED RED ON THE PLAN ATTACHED TO THE CHARGE.**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

PINSENT MASONS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 614864

Charge code: 0061 4864 1148

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th November 2019 and created by COUNTRYSIDE PROPERTIES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th November 2019 .

Given at Companies House, Cardiff on 18th 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 8th November 2019

- (1) COUNTRYSIDE PROPERTIES (UK) LIMITED
- (2) BOMBARDIER TRANSPORTATION UK LTD

Legal charge

relating to: Area 3 Land at
the South East side of West Street, Crewe



COUNTRYSIDE
Places People Love

THIS LEGAL CHARGE is made on

8th November

2019

BETWEEN

- (1) the Buyer; and
- (2) the Seller;

BACKGROUND

- (A) By a transfer dated the same date as this Legal Charge, the Seller transferred the Property to the Buyer.
- (B) The Buyer has agreed to pay the Deferred Purchase Price to the Seller on the terms of the Agreement.
- (C) The Buyer has agreed to grant this Legal Charge to the Seller by way of Deed as security for the Buyer's obligation to pay the Secured Liabilities.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Defined terms

In this Legal Charge, the following words and expressions have the following meanings:

"1925 Act"	Law of Property Act 1925
"1986 Act"	Insolvency Act 1986
"Agreement"	an agreement dated 10 th October 2018 made between (1) the Seller (2) the Buyer and (3) the Guarantor as varied by a Deed of Variation of Option dated 18 April 2019 made between (1) the Seller (2) the Buyer and (3) the Guarantor
"Business Day"	a day (other than a Saturday or Sunday) on which banks are open for general business in London
"Buyer"	COUNTRYSIDE PROPERTIES (UK) LIMITED (registered number 00614864) whose registered office is at Countryside House The Drive Great Warley Brentwood

Essex CM13 3AT.

"Deferred Purchase Price"	the sum of £364,936.00 Three Hundred and Sixty Four Thousand Nine Hundred and Thirty Six Pounds) or such part thereof as is outstanding from time to time, which relates to the transfer of the Property by the Seller to the Buyer
"Delegate"	Any person appointed by the Seller or any Receiver pursuant to clause 6.12 and any person appointed as an attorney of the Seller, Receiver or Delegate
"Due Date"	27 th December 2019
"Encumbrance"	Any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.
"Environment"	<p>humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:</p> <ul style="list-style-type: none">(a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);(b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and(c) land (including, without limitation, land under water)
"Environmental Law"	<p>any applicable law or regulation which relates to:</p> <ul style="list-style-type: none">(a) the pollution or protection of the Environment;

- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

"Event of Default"

any of the events of default set out in **clause 5.6**

"Excluded Disposition"

Any of:

- a) a disposition of the freehold or leasehold of a single residential unit to be used as a private dwelling; or
- b) the grant of a lease for a term of less than 15 years; or
- c) the disposal of affordable housing to an affordable housing provider; or
- d) the disposal of a substation gas governor or pumping station to or the grant of an easement to an infrastructure provider; or
- e) the disposal of open space or amenity land to a local or other public body or management company;
- f) the disposal of a reversionary interest in a block of dwellings on the Property; or
- g) the grant of security in the form of a legal charge in favour of a lender providing funding for the development of the Property.

"Guarantor"

Copthorn Holdings Limited (Company No: 05937015) whose registered office is at Countryside House The Drive Great Warley

Brentwood Essex CM13 3AT.

"Insolvency Act"

Insolvency Act 1986

"Interest Rate"

4% above the base rate from time to time of Lloyds Bank plc or such other clearing bank nominated by the Seller at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest as the Seller may reasonably determine.

"Property"

The freehold property known as Part of Area 3 on the south east side of West Street, Crewe being that part of the land registered at HM Land Registry under Title Number CH312445 and shown edged red on the plan attached being all of the land comprised in a Transfer of even date and made between the Seller and the Buyer

"Receiver"

any receiver or receiver and manager appointed by the Seller under this Legal Charge or pursuant to any statute, including the 1925 Act but does not include an administrative receiver

"Secured Liabilities"

The Deferred Purchase Price

"Security"

any legal charge, debenture, mortgage, lien or other form of security granting any legal or equitable charge over the Property whether fixed or floating

"Security Agreement"

means a security agreement dated 12 May 2016 and made between the companies listed therein as the chargors and Lloyds Bank PLC as the security agent entered into in connection with the Senior Facilities Agreement, as the same may be further amended, supplemented, novated, restated or replaced from time to time

"Seller"

BOMBARDIER TRANSPORTATION UK LTD
(registered number 02235994) whose registered office is at Litchurch Lane, Derby,

Derbyshire, DE24 8AD

"Senior Agreement"	Facilities means a revolving facilities agreement originally dated 12 May 2016 and made between (amongst others) (1) Countryside Properties PLC as the parent and (2) Lloyds Bank PLC as the facility agent as the same may be further amended, supplemented, novated, restated, replaced or refinanced from time to time
"Title Number"	CH312445
"Warranties"	the warranties given by the Buyer to the Seller under clause 10

1.2 Construction

In this Legal Charge:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Legal Charge and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.3 references to any statute or statutory provision include references to:
 - 1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and
 - 1.2.3.2 any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;
- 1.2.4 references to the Property include any part of it;
- 1.2.5 references to the powers of the Seller or the Receiver are references to the respective powers, discretions and rights given to the Seller or a Receiver under this Legal Charge, the 1925 Act, the Insolvency Act or otherwise given to or exercisable by the Seller or the Receiver;
- 1.2.6 references to a Receiver includes a reference to a Delegate appointed in accordance with the terms of this Legal Charge.

- 1.2.7 "Including" means "Including, without limitation";
- 1.2.8 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Seller and all costs, damages, expenses, liabilities and losses incurred by the Seller;
- 1.2.9 where two or more people form a party to this Legal Charge, the obligations they undertake may be enforced against them all jointly or against each individually; and
- 1.2.10 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Legal Charge is to be unaffected.

1.3 Contracts (Rights of Third Parties) Act 1999

The parties to this Legal Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. CHARGE

2.1 Covenant to pay

The Buyer covenants with the Seller to pay the Deferred Purchase Price to the Seller on the Due Date.

2.2 Covenant to pay interest

The Buyer covenants with the Seller to pay interest at the Interest Rate on the Deferred Purchase Price from day to day from the Due Date until the full discharge of the Deferred Purchase Price (whether before or after judgment, liquidation, winding-up or administration of the Buyer).

2.3 Legal mortgage

The Buyer with full title guarantee and as security for the payment of all Secured Liabilities charges the Property to the Seller by way of first legal mortgage.

2.4 Trust

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

2.5 Deposit of title deeds

The Buyer will deposit with the Seller:

- 2.5.1 all deeds and documents of title relating to the Property; and

2.5.2 all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Seller,

(each of which the Seller shall be entitled to retained until the Secured Liabilities are fully discharged).

2.6 Continuing security

Subject to Clause 2.7 (Release), this Legal Charge is made for securing the Secured Liabilities and is a continuing security and will not be discharged by any payment on account of any part of the Deferred Purchase Price.

2.7 Release

2.7.1 The Seller will, at the request and cost of the Buyer, provide to Buyer within 10 Working Days of request, a signed DS3 or consent to dealing or such other appropriate discharge or consent as may be required by Land Registry, in order to release from this Legal Charge the subject matter of Excluded Dispositions SUBJECT TO the value of the Property remaining under charge to the Seller following such release equating to a sum of no less than the Deferred Purchase Price.

2.7.2 Once the Buyer has paid the Secured Liabilities, the Seller will promptly at the request and cost of the Buyer release the Property from this Legal Charge.

2.8 Land Registry restriction

2.8.1 The Buyer is to apply to the Land Registrar on Land Registry form RX1 to enter a restriction on the register of the Title Number in the following Land Registry standard form:

"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 8th November 2019 in favour of Bombardier Transportation UK Limited referred to in the charges register or their conveyancer.

2.8.2 The Seller, in its absolute discretion, may make an application referred to in **clause 2.8.1** in place of the Buyer. In such a case, the Buyer consents to the entry of the relevant restriction and will pay all reasonable fees, costs and expenses incurred in connection with the application.

3. PLANNING AND INFRASTRUCTURE AGREEMENTS

At the reasonable request of the Buyer, the Seller agrees to join, in a capacity as chargee only, as party to any planning and infrastructure agreements relating to the development of the Property, SUBJECT ALWAYS to:-

- 3.1 not being bound by any development or financial obligations contained therein, save in the event of the Seller entering the Property as mortgagee in possession; and
- 3.2 the Buyer being responsible for the Seller's reasonable and proper legal costs in connection with any such agreement

4. COVENANTS

4.1 Restriction on further security

The Buyer shall not create, extend, or permit to subsist, any Security over any of the Property (or purport to do so), nor may it, without the prior consent of the Seller, (a) execute, or agree to grant, vary, or accept any surrender of, any conveyance, transfer, lease or assignment, or any other right of occupation or use, of the Property (or purport to do so), (b) create any legal or equitable estate, or other interest, in, over, or relating to, the Property or (c) otherwise dispose of its interest (whether legal or beneficial) in the Property (or purport to do so)

4.2 Enforcement of Rights

The Buyer shall use all reasonable endeavours to:

- 4.2.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Buyer and forming part of the Property of the covenants and other obligations imposed on such counterparty; and
- 4.2.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Property which the Seller may reasonably require from time to time.

4.3 Notice of Breaches

The Buyer shall, promptly on becoming aware of any of the same, give the Seller notice in writing of any breach of:

- 4.3.1 any representation or warranty set out in clause 10; and
- 4.3.2 any covenant set out in this clause 4.

4.4 Further Assurance

Solely for the perfecting, protecting or facilitating the realisation of its security over the Property, the Buyer, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Seller may reasonably require) in favour of the Seller as the Seller, (acting reasonably), requires from time to time over all or any part of the Property and give all notices, orders and directions which the Seller may reasonably require.

4.5 Buyer's Waiver of Set-off

The Buyer waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Buyer under this Legal Charge).

4.6 Insurance of the Property

The Buyer is to insure and keep insured the buildings and fixed plant, machinery and fixtures forming part of the Property in the joint names of the Seller and the Buyer:

- 4.6.1 against loss or damage by fire and such other risks to the extent as is usual for companies carrying on the same or substantially similar businesses as the Seller may reasonably require;
- 4.6.2 in their full reinstatement cost, including the costs of demolition, site clearance and professional costs and expenses;
- 4.6.3 through an insurance office or underwriters approved by the Seller (such approval not to be unreasonably withheld); and
- 4.6.4 on terms acceptable to the Seller (acting reasonably)

4.7 Additional insurance obligations

The Buyer is to:

- 4.7.1 pay all insurance premiums promptly upon their becoming due;
- 4.7.2 provide the Seller on request with a copy of the insurance policies effected by the Buyer together with evidence for the payment of the last premiums for those policies;
- 4.7.3 apply all monies received by virtue of any insurance policies in making good the loss of or damage to the Property or, if the Seller so directs, in or towards discharging the Secured Liabilities; and

- 4.7.4 pay to the Seller on demand the costs of any Insurance effected by the Seller to remedy any default by the Buyer in insuring under this **clause 4.7**.

4.8 No Invalidation of Insurance

The Buyer shall not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice the insurance policies in respect of the Property.

4.9 Compliance with and Enforcement of Covenants

The Buyer shall:

- 4.9.1 observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is subject and (if the Seller so requires) produce to the Seller evidence sufficient to satisfy the Seller (acting reasonably) that those covenants, stipulations and conditions have been observed and performed in all material respects; and
- 4.9.2 diligently enforce in all material respects all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

4.10 Notices or Claims Relating to the Property

4.10.1 The Buyer shall:

- (a) give full particulars to the Seller of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a "**Notice**") that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and
- (b) (if the Seller so requires) immediately, and at the cost of the Buyer, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Seller in making, such objections or representations in respect of any such Notice as the Seller may require (acting reasonably).

4.10.2 The Buyer shall give full particulars to the Seller of any claim, notice or other communication served on it in respect of any alleged breach of any Environmental Law relating to the Property.

4.11 Environment

Without prejudice to any terms of the Agreement the Buyer shall in relation to

the Property:

4.11.1 properly discharge in all material respects all duties of care and responsibility placed upon it by Environmental Law; and

4.11.2 observe and perform in all material respects all the requirements of Environmental Law.

4.12 Conduct of Business on Property

The Buyer shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business.

4.13 Inspection

The Buyer shall permit the Seller and any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice.

4.14 No Restrictive Obligations

The Buyer shall not, without the prior written consent of the Seller, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property.

4.15 Statutory requirements

The Buyer is to comply in all material respects with all statutory and other requirements affecting the Property and shall obtain and promptly renew from time to time and comply with the terms of all authorisations which may be necessary to enable it to preserve, maintain or renew the Property.

4.16 Taxes and outgoings

The Buyer is punctually to pay all taxes, duties, rates and outgoings payable in respect of the Property.

4.17 Costs and expenses

The Buyer is to pay within three Business Days of demand to the Seller or the Receiver:

4.17.1 all costs and expenses which may be incurred by either of them in connection with:

4.17.1.1 any consents or approvals which may be required in respect of the Property;

4.17.1.2 negotiating, preserving, perfecting, enforcing or seeking to preserve or enforce this Legal Charge or their respective rights and powers (or any attempts to do so);

4.17.1.3 stamp duty land tax and other fees and costs arising from preserving or improving the security created by this Legal Charge or their respective rights and powers under this Legal Charge (or any attempts to do so); and

4.17.2 interest on any costs and expenses payable under this Legal Charge three Business Days after they were demanded until repayment and as well after as before judgment at the Interest Rate.

4.18 Not jeopardise Security

The Buyer will not do or omit to do anything or allow anything to be done or omitted which may in any way depreciate, jeopardise or otherwise prejudice the value to the Seller of the Security created by this Legal Charge or the priority of its ranking as expressed in this Deed.

5. ENFORCEMENT

5.1 Consolidation of mortgages

The restrictions on the consolidation of mortgages in section 93 of the 1925 Act do not apply to this Legal Charge.

5.2 Power of leasing

The restriction on the powers of the Seller or the Receiver to grant Leases or to accept the surrender of Leases in sections 99 and 100 of the 1925 Act do not apply to this Legal Charge. The statutory powers of leasing and accepting surrenders are extended so as to authorise the Seller and any Receiver, at any time after the security constituted by this Legal Charge has become enforceable, whether in its own name or in that of the Buyer, to make any lease or arrangement for lease, accept surrenders of leases or grant any option of the whole or any part of the Property with whatever rights relating to other parts of it, containing whatever covenants on the part of the Buyer, generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Seller or Receiver thinks fit.

5.3 Power of sale

For the purposes only of section 101 of the 1925 Act, the Secured Liabilities become due and the statutory power of sale and other powers of enforcement given by section 101 of the 1925 Act (as varied or extended by this Legal Charge) arise immediately on execution of this Legal Charge and shall be

exercisable in accordance with this Clause 6.

5.4 Exercise of power of sale

Section 103 of the 1925 Act does not apply to this Legal Charge and all moneys secured by this Legal Charge are immediately payable without any demand.

5.5 Privileges

Each Receiver and the Seller is entitled to all the rights, powers and privileges and Immunities conferred by the 1925 Act on mortgagees and receivers

5.6 Events of default

This Legal Charge will become immediately enforceable and the powers of the Seller and the Receiver exercisable in any of the following events:

5.6.1 the Buyer does not pay the Deferred Purchase Price on the Due Date, unless:

5.6.1.1 such failure to pay is caused by:

(a) administrative or technical error; or

(b) a disruption to the payment or communications systems or financial markets required to operate in order for that payment to be carried out; and

5.6.1.2 such payment is made within three Business Days of the Due Date;

5.6.2 the Buyer not complying with material obligations in this Legal Charge;

5.6.3 an order is made for the compulsory purchase of the whole or any part of the Property;

5.6.4 a receiver or administrative receiver is appointed of the whole or any part of the Property or any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Property;

5.6.5 where the Buyer is a company, an administrator is appointed over the Buyer;

5.6.6 where the Buyer is a company, a petition is presented in any Court for or a meeting is convened for the purpose of considering a resolution for the winding up of the Buyer or a resolution is passed or an order made for the winding up of the Buyer;

5.6.7 where the Buyer is a company, a voluntary arrangement is made in

respect of the Buyer under Part I Insolvency Act;

5.6.8 the Buyer is unable or admits inability to pay its debts as they fall due (or is deemed or declared to be unable to pay its debts under any applicable law) or the value of the assets of the Buyer is less than its liabilities (taking into account contingent and prospective liabilities),

save that clauses 5.6.4, 5.6.5, 5.6.6 and 5.6.7, above shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within ten Business Days of presentation or, if earlier, the date on which it is advertised.

5.7 Enforcement of Security

After the security constituted by this Legal Charge has become enforceable, the Seller may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Property.

5.8 No liability as mortgagee in possession

Neither the Seller, any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Property for which a mortgagee in possession might be liable as such unless, in each case, caused by its gross negligence or wilful misconduct.

5.9 Relinquishing possession

If the Seller, any Receiver or any Delegate enters into or takes possession of the Property, it or he may at any time relinquish possession

5.10 Seller's powers

The power of sale and the other powers conferred by the 1925 Act or otherwise are extended and varied to authorise the Seller at its absolute discretion to:-

5.10.1 do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do under this Legal Charge without first appointing a Receiver or notwithstanding the appointment of a Receiver.

5.10.2 remedy a breach at any time by the Buyer of any of its obligations contained in this Legal Charge. The Buyer irrevocably authorises the Seller and its agents to do all such things as are reasonably necessary for that purpose, provided that the Seller has given the Buyer reasonable advance notice of taking any such action. Any monies

expended by the Seller in remedying a breach by the Buyer of any of its obligations contained in this Legal Charge shall be reimbursed by the Buyer to the Seller;

In remedying any breach in accordance with this clause 6.10.2 the Seller, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Seller may reasonably consider necessary including, without limitation, carrying out any repairs, other works or development.

The rights of the Seller under this clause are without prejudice to any other rights of the Seller under this Legal Charge. The exercise of those rights shall not make the Seller liable to account as a mortgagee in possession.

5.10.3 grant time or other indulgence or make any other arrangement, variation or release with any person that is not party to this Legal Charge (whether or not such person is jointly liable with the Buyer) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Legal Charge or to the liability of the Buyer for the Secured Liabilities.

6. APPOINTMENT OF RECEIVERS

6.1 Powers under this Legal Charge

The powers under this Legal Charge shall be in addition to all statutory and other powers of the Seller under the 1986 Act, the 1925 Act or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the 1925 Act.

6.2 Appointment of receivers

At any time after the Seller's power of sale has become exercisable, the Seller may without further notice appoint one or more than one Receiver in respect of the Property or any part of the Property. The power to appoint a Receiver (whether conferred by this Legal Charge or statute) shall be and remain exercisable by the Seller despite any prior appointment in respect of all or part of the Property.

6.3 Joint and several powers

If more than one Receiver is appointed the Receiver may act jointly or jointly and severally.

6.4 Additional or alternative receivers

The Seller may remove the Receiver and appoint another Receiver and the Seller may also appoint an alternative or additional Receiver.

6.5 Agent of the Buyer

The Receiver will, so far as the law permits, be the agent of the Buyer. The agency of each Receiver shall continue until the Buyer goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Seller.

6.6 Scope of Receiver's Powers

Any exercise of any of the powers of a Receiver by the Receiver may be on behalf of the Buyer, the directors of the Buyer or himself

6.7 Buyer's liability

The Buyer alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver.

6.8 Liability for default

The Seller will not be responsible for any misconduct, negligence or default of the Receiver, unless directly caused by its gross negligence or wilful misconduct.

6.9 Continuation of powers following liquidation or bankruptcy

The powers of the Receiver will continue in full force and effect following the liquidation or bankruptcy of the Buyer.

6.10 Receiver's remuneration

The remuneration of the Receiver may be fixed by the Seller without the restrictions contained in section 109 of the 1925 Act but will be payable by the Buyer. The amount of the remuneration will form part of the Secured Liabilities.

6.11 General powers of a Receiver

A Receiver will have the power on behalf and at the cost of the Buyer:

6.11.1 to do or omit to do anything which the Buyer could do or omit to do in relation to the Property; and

6.11.2 to exercise all or any of the powers conferred on the Receiver or the Seller under this Legal Charge or conferred upon receivers by the

Insolvency Act, the 1925 Act or any other statutory provision (whether or not the Receiver was appointed pursuant to the relevant statutory provision).

- 6.11.3 to undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same;
- 6.11.4 In connection with the exercise of the Receiver's powers, provide services and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such salaries, for such periods and on such other terms as he thinks fit. A Receiver may discharge any such person or any such person appointed by the Buyer.
- 6.11.5 to exercise or revoke any VAT option to tax as he thinks fit.
- 6.11.6 to charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Seller may prescribe or agree with him.
- 6.11.7 to collect and get in the Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Property with like rights.
- 6.11.8 To sever and sell separately any fixtures or fittings from the Property without the consent of the Buyer.
- 6.11.9 to give valid receipts for all monies and execute all assurances and things which may be necessary or desirable for realising any of the Property.
- 6.11.10 to make any arrangement, settlement or compromise between the Buyer and any other person as he thinks fit.
- 6.11.11 to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Property as he thinks fit.
- 6.11.12 To effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Buyer under this Legal Charge if the Receiver thinks fit.
- 6.11.13 to for any of the purposes authorised by this clause, raise money by borrowing from the Seller (or from any other person) on the security of

all or any of the Property in respect of which he is appointed on such terms as he thinks fit (including, if the Seller consents, terms under which such security ranks in priority to this Legal Charge).

6.11.14 to redeem any prior Encumbrance in respect of the Property and settle and pass the accounts to which such Encumbrance relates. Any accounts so settled and passed shall be conclusive and binding on the Buyer, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver; and

6.11.15 to do all such other acts and things as the Receiver may consider incidental or conducive to any of the matters or powers in this clause, or which he lawfully may or can do as agent for the Buyer in respect of the Property and/or Legal Charge.

6.12 Delegation

Each of the Seller and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Legal Charge. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Seller or any Receiver shall think fit. Neither the Seller nor any Receiver shall be in any way liable or responsible to the Buyer for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate, unless caused by its gross negligence or wilful misconduct.

6.13 Specific powers of a Receiver

Without limitation to the powers of the Receiver, the Receiver will have full power and discretion:

6.13.1 to take possession of and collect the income from the Property and for that purpose to take any proceedings in the name of the Buyer;

6.13.2 to carry on, manage or permit the carrying on and managing any business of the Buyer at the Property as the Receiver may think fit;

6.13.3 to sell, whether by public auction or private contract or otherwise, exchange, license or otherwise dispose of or deal with all or any part of the Property for such consideration, if any, and upon such terms as the Receiver thinks fit; and

6.13.4 to grant any Lease and to accept or agree to accept surrenders of Leases in such circumstances and for such purposes and upon such terms as the Receiver may think fit.

6.14 Application of proceeds

Sections 109(6) and 109(8) of the 1925 Act will not apply in relation to a Receiver appointed under this **clause 7**.

7. DISTRIBUTIONS

Subject to section 176A Insolvency Act, all monies received by the Seller or a Receiver pursuant to this Legal Charge will, subject to any claims ranking in priority to the Secured Liabilities, be applied in or towards discharging in the following order of priority:

- 7.1.1 the costs, charges and expenses incurred and payments made by the Receiver in connection with or as a result of the exercise of the Receiver's powers and the costs, charges and expenses of and incidental to the Receiver's appointment;
- 7.1.2 the remuneration of the Receiver;
- 7.1.3 the Secured Liabilities in such order as the Seller may determine; and
- 7.1.4 the claims of those entitled to any surplus.

7.2 Appropriation

Neither the Seller, any Receiver or a Delegate under this Legal Charge shall be bound (whether by virtue of section 109(8) of the 1925 Act, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities

8. POWER OF ATTORNEY

8.1 Appointment

The Buyer irrevocably and by way of security appoints:-

- 8.1.1 the Seller (whether or not a Receiver has been appointed); or
- 8.1.2 any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Seller; or
- 8.1.3 (as a separate appointment) each Receiver,

severally as the Buyer's attorney exclusively to execute and deliver any deed or other document, on behalf of and in the name of the Buyer, which the Buyer could be reasonably required to do or execute under any provision of this Deed, or which the Seller in its sole opinion may consider reasonably necessary or desirable for perfecting its title to any of the Property or enabling the Seller or the Receiver to exercise any of its rights or powers under this Deed SUBJECT TO

such attorney promptly providing to the Buyer certified copies of any such documents so executed.

8.2 Ratification

The Buyer ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 8.1 (*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 8.1 (*Appointment*).

9. PURCHASER

A purchaser from, tenant or other person dealing with the Seller or the Receiver will not be concerned to enquire whether any of the powers which they have exercised or purported to exercise have arisen or become exercisable.

10. WARRANTIES

10.1 The Buyer warrants to the Seller on the date of this Deed that:

10.1.1 neither the execution of this Legal Charge by the Buyer nor compliance with its terms will:

10.1.1.1 conflict with or result in any breach of any law or enactment or any deed, agreement or other obligation or duty to which the Buyer is bound in any material respect; or

10.1.1.2 cause any limitation on any of the powers of the Buyer or on the right or ability of the directors of the Buyer to exercise those powers to be exceeded;

10.1.2 all consents required by the Buyer for the execution, delivery, issue, validity or enforceability of this Legal Charge have been obtained and have not been withdrawn;

10.1.3 no person having any charge or other form of security over the Property or any other assets of the Buyer has enforced or given notice of its intention to enforce such security; and

10.1.4 no Event of Default has occurred or is continuing.

11. EXCLUSION OF LIABILITY AND MISCELLANEOUS

11.1 Liability for loss and damage

11.1.1 The Seller and the Receiver will not be liable to the Buyer for any loss or damage incurred by the Buyer arising out of the exercise of their respective powers or any attempt or failure to exercise those powers

unless caused by their gross negligence or wilful misconduct.

11.1.2 The Buyer may not take any proceedings against any officer, employee or agent of the Seller or the Receiver in respect of any claim it might have against the Seller or the Receiver or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Legal Charge.

11.2 Buyer's indemnity

The Buyer agrees with the Seller within three Business Days of demand to indemnify the Seller and the Receiver against any cost, loss, liability or expense incurred by it or them as a result of any exercise of the powers of the Seller or the Receiver or any attempt or failure to exercise those powers.

11.3 Continuing Security

This Legal Charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Seller discharges this Legal Charge in writing.

11.4 Discharge conditional

Any release, discharge or settlement between the Buyer and the Seller shall be deemed conditional on no payment or security received by the Seller in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

11.4.1 the Seller or its nominee may retain this Legal Charge and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Property, for such period as the Seller deems necessary to provide the Seller with security against any such avoidance, reduction or order for refund; and

11.4.2 the Seller may recover the value or amount of such security or payment from the Buyer subsequently as if such release, discharge or settlement had not occurred.

11.5 Rights cumulative

The rights and powers of the Seller conferred by this Legal Charge are cumulative, may be exercised as often as the Seller considers appropriate, and are in addition to its rights and powers under the general law.

11.6 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Seller shall, in any way, preclude the Seller from exercising any right or power under this Legal Charge or constitute a suspension or variation of any such right or power.

11.7 Delay

No delay or failure to exercise any right or power under this Legal Charge shall operate as a waiver.

11.8 Single or partial exercise

No single or partial exercise of any right under this Legal Charge shall prevent any other or further exercise of that or any other right.

11.9 Consolidation

The restriction on the right of consolidation contained in section 93 of the 1925 Act shall not apply to this Legal Charge.

11.10 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Legal Charge under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

12. POWERS

12.1 Execution of documents

The Receiver will have power, either in the name of the Buyer or in the name of the Receiver, to execute documents and do all acts or things which may be necessary under this Legal Charge or in exercise of the Receiver's powers.

13. NOTICES

13.1 Form of notices

Any notice served under this Legal Charge is to be:

13.1.1 in writing;

13.1.2 signed by an officer of the party serving the notice or by its solicitors;

13.1.3 delivered by hand, first class post, pre-paid or recorded delivery at the address of the party on whom it is served set out above or such other address which they may notify in writing to the other parties at any time.

13.2 Time of receipt

If a notice is received after 4.00 pm on a working day, or on a day which is not a working day, it is to be treated as having been received on the next working day.

13.3 Deemed receipt

Unless the time of actual receipt is proved, a notice served by the following means is to be treated as having been received;

13.3.1 If delivered by hand, at the time of delivery;

13.3.2 If sent by post, on the second working day after posting

14. LAW AND JURISDICTION

14.1 Governing law

This Legal Charge is to be governed by and interpreted in accordance with English law.

14.2 Jurisdiction

The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Legal Charge. This clause operates for the benefit of the Seller who retains the right to sue the Buyer and enforce any judgment against the Buyer in the courts of any competent jurisdiction.

15. EXECUTION

The Seller and the Buyer have executed this Legal Charge as a deed and it is delivered on the date at page 1.

EXECUTED as a DEED by
COUNTRYSIDE PROPERTIES (UK) LIMITED
acting by:

[Redacted]

Director:

In the presence of:

[Redacted]

Witness signature: _____

Witness name: _____

Luke Barber

Witness address: _____

[Redacted]

EXECUTED as a DEED by
BOMBARDIER TRANSPORTATION UK LTD
acting by:

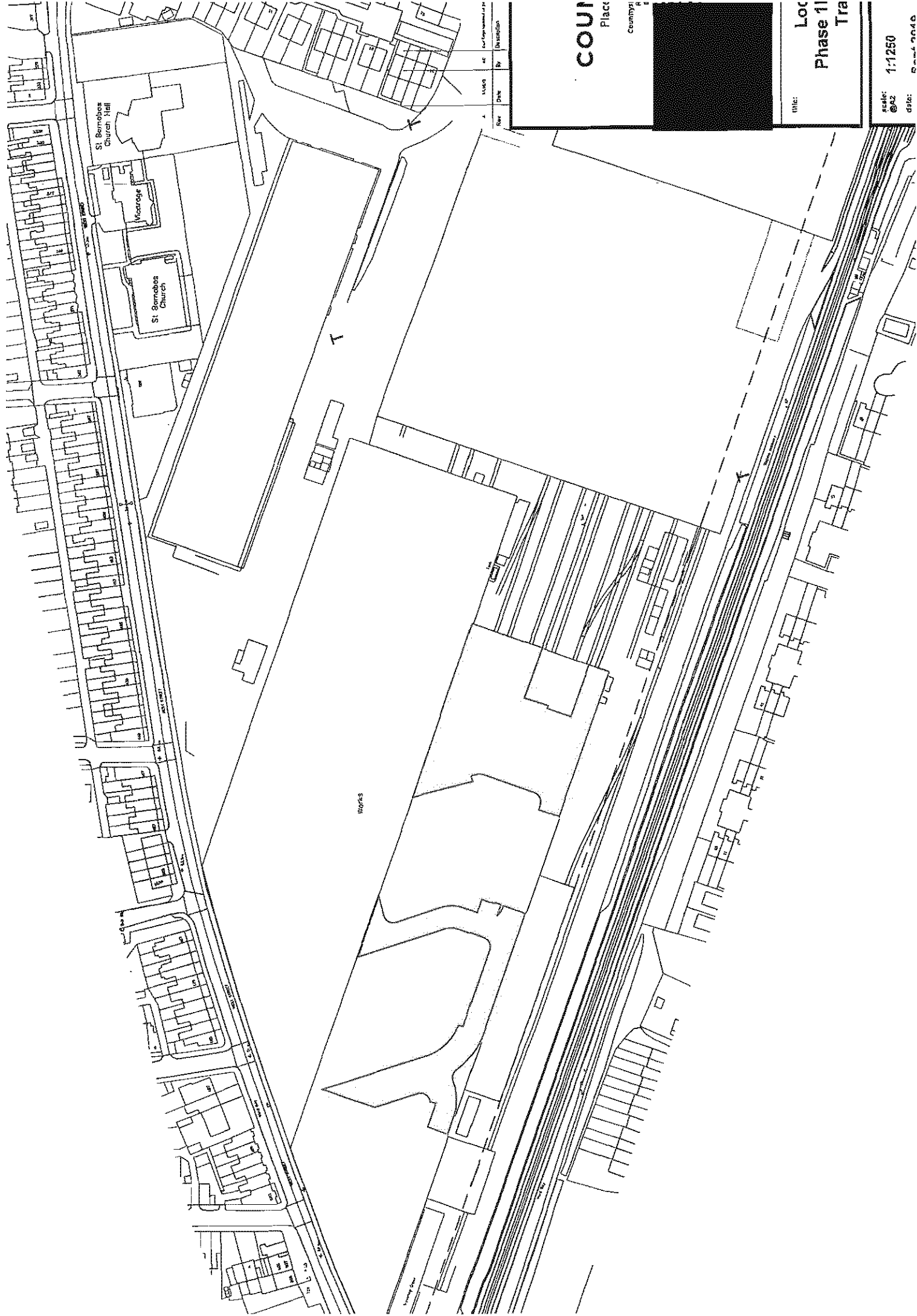
Director:

In the presence of:

Witness signature: _____

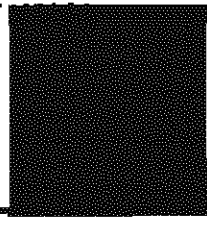
Witness name: _____

Witness address: _____



Rev	Date	By	Description
1			

Project
Place
Country
Scale
1:1250
Date



Location
Phase 1
Title

Scale
1:1250
Date

Dated

8 November 2018

- (1) COUNTRYSIDE PROPERTIES (UK) LIMITED
- (2) BOMBARDIER TRANSPORTATION UK LTD

Legal charge

relating to: Area 3 Land at
the South East side of West Street, Crewe



COUNTRYSIDE

Places People Love

THIS LEGAL CHARGE is made on 28 November 2019

BETWEEN

- (1) the Buyer; and
- (2) the Seller;

BACKGROUND

- (A) By a transfer dated the same date as this Legal Charge, the Seller transferred the Property to the Buyer.
- (B) The Buyer has agreed to pay the Deferred Purchase Price to the Seller on the terms of the Agreement.
- (C) The Buyer has agreed to grant this Legal Charge to the Seller by way of Deed as security for the Buyer's obligation to pay the Secured Liabilities.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Defined terms

In this Legal Charge, the following words and expressions have the following meanings:

"1925 Act"	Law of Property Act 1925
"1986 Act"	Insolvency Act 1986
"Agreement"	an agreement dated 10 th October 2018 made between (1) the Seller (2) the Buyer and (3) the Guarantor as varied by a Deed of Variation of Option dated 18 April 2019 made between (1) the Seller (2) the Buyer and (3) the Guarantor
"Business Day"	a day (other than a Saturday or Sunday) on which banks are open for general business in London
"Buyer"	COUNTRYSIDE PROPERTIES (UK) LIMITED (registered number 00614864) whose registered office is at Countryside House The Drive Great Warley Brentwood

Essex CM13 3AT.

"Deferred Purchase Price"	the sum of £364,936.00 Three Hundred and Sixty Four Thousand Nine Hundred and Thirty Six Pounds) or such part thereof as is outstanding from time to time, which relates to the transfer of the Property by the Seller to the Buyer
"Delegate"	Any person appointed by the Seller or any Receiver pursuant to clause 6.12 and any person appointed as an attorney of the Seller, Receiver or Delegate
"Due Date"	27 th December 2019
"Encumbrance"	Any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.
"Environment"	<p>humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:</p> <ul style="list-style-type: none">(a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);(b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and(c) land (including, without limitation, land under water)
"Environmental Law"	<p>any applicable law or regulation which relates to:</p> <ul style="list-style-type: none">(a) the pollution or protection of the Environment;

- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

"Event of Default"

any of the events of default set out in **clause 5.6**

"Excluded Disposition"

Any of:

- a) a disposition of the freehold or leasehold of a single residential unit to be used as a private dwelling; or
- b) the grant of a lease for a term of less than 15 years; or
- c) the disposal of affordable housing to an affordable housing provider; or
- d) the disposal of a substation gas governor or pumping station to or the grant of an easement to an Infrastructure provider; or
- e) the disposal of open space or amenity land to a local or other public body or management company;
- f) the disposal of a reversionary interest in a block of dwellings on the Property; or
- g) the grant of security in the form of a legal charge in favour of a lender providing funding for the development of the Property.

"Guarantor"

Copthorn Holdings Limited (Company No: 05937015) whose registered office is at Countryside House The Drive Great Warley

Brentwood Essex CM13 3AT.

"Insolvency Act"

Insolvency Act 1986

"Interest Rate"

4% above the base rate from time to time of Lloyds Bank plc or such other clearing bank nominated by the Seller at any time or, if the clearing banks cease at any time to publish a base lending rate, such comparable rate of interest as the Seller may reasonably determine.

"Property"

The freehold property known as Part of Area 3 on the south east side of West Street, Crewe being that part of the land registered at HM Land Registry under Title Number CH312445 and shown edged red on the plan attached being all of the land comprised in a Transfer of even date and made between the Seller and the Buyer

"Receiver"

any receiver or receiver and manager appointed by the Seller under this Legal Charge or pursuant to any statute, including the 1925 Act but does not include an administrative receiver

"Secured Liabilities"

The Deferred Purchase Price

"Security"

any legal charge, debenture, mortgage, lien or other form of security granting any legal or equitable charge over the Property whether fixed or floating

"Security Agreement"

means a security agreement dated 12 May 2016 and made between the companies listed therein as the chargors and Lloyds Bank PLC as the security agent entered into in connection with the Senior Facilities Agreement, as the same may be further amended, supplemented, novated, restated or replaced from time to time

"Seller"

BOMBARDIER TRANSPORTATION UK LTD (registered number 02235994) whose registered office is at Litchurch Lane, Derby,

Derbyshire, DE24 8AD

"Senior Facilities Agreement:"	means a revolving facilities agreement originally dated 12 May 2016 and made between (amongst others) (1) Countryside Properties PLC as the parent and (2) Lloyds Bank PLC as the facility agent as the same may be further amended, supplemented, novated, restated, replaced or refinanced from time to time
"Title Number"	CH312445
"Warranties"	the warranties given by the Buyer to the Seller under clause 10

1.2 Construction

In this Legal Charge:

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Legal Charge and references in a Schedule to a Part or paragraph are to a Part or paragraph of that Schedule;
- 1.2.3 references to any statute or statutory provision include references to:
 - 1.2.3.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom; and
 - 1.2.3.2 any subsequent statutes directly or indirectly amending, consolidating, extending, replacing or re-enacting that statute and also include any orders, regulations, instruments or other subordinate legislation made under that statute;
- 1.2.4 references to the Property include any part of it;
- 1.2.5 references to the powers of the Seller or the Receiver are references to the respective powers, discretions and rights given to the Seller or a Receiver under this Legal Charge, the 1925 Act, the Insolvency Act or otherwise given to or exercisable by the Seller or the Receiver;
- 1.2.6 references to a Receiver includes a reference to a Delegate appointed in accordance with the terms of this Legal Charge.

1.2.7 "including" means "including, without limitation";

1.2.8 "indemnify" means to indemnify against all actions, claims, demands and proceedings taken or made against the Seller and all costs, damages, expenses, liabilities and losses incurred by the Seller;

1.2.9 where two or more people form a party to this Legal Charge, the obligations they undertake may be enforced against them all jointly or against each individually; and

1.2.10 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Legal Charge is to be unaffected.

1.3 Contracts (Rights of Third Parties) Act 1999

The parties to this Legal Charge do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

2. CHARGE

2.1 Covenant to pay

The Buyer covenants with the Seller to pay the Deferred Purchase Price to the Seller on the Due Date.

2.2 Covenant to pay interest

The Buyer covenants with the Seller to pay interest at the Interest Rate on the Deferred Purchase Price from day to day from the Due Date until the full discharge of the Deferred Purchase Price (whether before or after judgment, liquidation, winding-up or administration of the Buyer).

2.3 Legal mortgage

The Buyer with full title guarantee and as security for the payment of all Secured Liabilities charges the Property to the Seller by way of first legal mortgage.

2.4 Trust

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

2.5 Deposit of title deeds

The Buyer will deposit with the Seller:

2.5.1 all deeds and documents of title relating to the Property; and

- 2.5.2 all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Seller,

(each of which the Seller shall be entitled to retained until the Secured Liabilities are fully discharged).

2.6 Continuing security

Subject to Clause 2.7 (*Release*), this Legal Charge is made for securing the Secured Liabilities and is a continuing security and will not be discharged by any payment on account of any part of the Deferred Purchase Price.

2.7 Release

- 2.7.1 The Seller will, at the request and cost of the Buyer, provide to Buyer within 10 Working Days of request, a signed DS3 or consent to dealing or such other appropriate discharge or consent as may be required by Land Registry, in order to release from this Legal Charge the subject matter of Excluded Dispositions SUBJECT TO the value of the Property remaining under charge to the Seller following such release equating to a sum of no less than the Deferred Purchase Price.

- 2.7.2 Once the Buyer has paid the Secured Liabilities, the Seller will promptly at the request and cost of the Buyer release the Property from this Legal Charge.

2.8 Land Registry restriction

- 2.8.1 The Buyer is to apply to the Land Registrar on Land Registry form RX1 to enter a restriction on the register of the Title Number in the following Land Registry standard form:

"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 18 November 2019 in favour of Bombardier Transportation UK Limited referred to in the charges register or their conveyancer."

- 2.8.2 The Seller, in its absolute discretion, may make an application referred to in **clause 2.8.1** in place of the Buyer. In such a case, the Buyer consents to the entry of the relevant restriction and will pay all reasonable fees, costs and expenses incurred in connection with the application.

3. **PLANNING AND INFRASTRUCTURE AGREEMENTS**

At the reasonable request of the Buyer, the Seller agrees to join, in a capacity as chargee only, as party to any planning and infrastructure agreements relating to the development of the Property, SUBJECT ALWAYS to:-

- 3.1 not being bound by any development or financial obligations contained therein, save in the event of the Seller entering the Property as mortgagee in possession; and
- 3.2 the Buyer being responsible for the Seller's reasonable and proper legal costs in connection with any such agreement

4. **COVENANTS**

4.1 **Restriction on further security**

The Buyer shall not create, extend, or permit to subsist, any Security over any of the Property (or purport to do so), nor may it, without the prior consent of the Seller, (a) execute, or agree to grant, vary, or accept any surrender of, any conveyance, transfer, lease or assignment, or any other right of occupation or use, of the Property (or purport to do so), (b) create any legal or equitable estate, or other interest, in, over, or relating to, the Property or (c) otherwise dispose of its interest (whether legal or beneficial) in the Property (or purport to do so)

4.2 **Enforcement of Rights**

The Buyer shall use all reasonable endeavours to:

- 4.2.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Buyer and forming part of the Property of the covenants and other obligations imposed on such counterparty; and
- 4.2.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Property which the Seller may reasonably require from time to time.

4.3 **Notice of Breaches**

The Buyer shall, promptly on becoming aware of any of the same, give the Seller notice in writing of any breach of:

- 4.3.1 any representation or warranty set out in clause 10; and
- 4.3.2 any covenant set out in this clause 4.

4.4 Further Assurance

Solely for the perfecting, protecting or facilitating the realisation of its security over the Property, the Buyer, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Seller may reasonably require) in favour of the Seller as the Seller, (acting reasonably), requires from time to time over all or any part of the Property and give all notices, orders and directions which the Seller may reasonably require.

4.5 Buyer's Waiver of Set-off

The Buyer waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Buyer under this Legal Charge).

4.6 Insurance of the Property

The Buyer is to insure and keep insured the buildings and fixed plant, machinery and fixtures forming part of the Property in the joint names of the Seller and the Buyer:

- 4.6.1 against loss or damage by fire and such other risks to the extent as is usual for companies carrying on the same or substantially similar businesses as the Seller may reasonably require;
- 4.6.2 in their full reinstatement cost, including the costs of demolition, site clearance and professional costs and expenses;
- 4.6.3 through an insurance office or underwriters approved by the Seller (such approval not to be unreasonably withheld); and
- 4.6.4 on terms acceptable to the Seller (acting reasonably)

4.7 Additional insurance obligations

The Buyer is to:

- 4.7.1 pay all insurance premiums promptly upon their becoming due;
- 4.7.2 provide the Seller on request with a copy of the insurance policies effected by the Buyer together with evidence for the payment of the last premiums for those policies;
- 4.7.3 apply all monies received by virtue of any insurance policies in making good the loss of or damage to the Property or, if the Seller so directs, in or towards discharging the Secured Liabilities; and

4.7.4 pay to the Seller on demand the costs of any Insurance effected by the Seller to remedy any default by the Buyer in Insuring under this **clause 4.7**.

4.8 No Invalidation of Insurance

The Buyer shall not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice the Insurance policies in respect of the Property.

4.9 Compliance with and Enforcement of Covenants

The Buyer shall:

4.9.1 observe and perform all covenants, stipulations and conditions to which the Property, or the use of It, is subject and (if the Seller so requires) produce to the Seller evidence sufficient to satisfy the Seller (acting reasonably) that those covenants, stipulations and conditions have been observed and performed in all material respects; and

4.9.2 diligently enforce in all material respects all covenants, stipulations and conditions benefitting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

4.10 Notices or Claims Relating to the Property

4.10.1 The Buyer shall:

(a) give full particulars to the Seller of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a "Notice") that specifically applies to the Property, or to the locality in which It is situated, within seven days after becoming aware of the relevant Notice; and

(b) (If the Seller so requires) immediately, and at the cost of the Buyer, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Seller in making, such objections or representations in respect of any such Notice as the Seller may require (acting reasonably).

4.10.2 The Buyer shall give full particulars to the Seller of any claim, notice or other communication served on It in respect of any alleged breach of any Environmental Law relating to the Property.

4.11 Environment

Without prejudice to any terms of the Agreement the Buyer shall in relation to

the Property:

4.11.1 properly discharge in all material respects all duties of care and responsibility placed upon it by Environmental Law; and

4.11.2 observe and perform in all material respects all the requirements of Environmental Law.

4.12 Conduct of Business on Property

The Buyer shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business.

4.13 Inspection

The Buyer shall permit the Seller and any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice.

4.14 No Restrictive Obligations

The Buyer shall not, without the prior written consent of the Seller, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property.

4.15 Statutory requirements

The Buyer is to comply in all material respects with all statutory and other requirements affecting the Property and shall obtain and promptly renew from time to time and comply with the terms of all authorisations which may be necessary to enable it to preserve, maintain or renew the Property.

4.16 Taxes and outgoings

The Buyer is punctually to pay all taxes, duties, rates and outgoings payable in respect of the Property.

4.17 Costs and expenses

The Buyer is to pay within three Business Days of demand to the Seller or the Receiver:

4.17.1 all costs and expenses which may be incurred by either of them in connection with:

4.17.1.1 any consents or approvals which may be required in respect of the Property;

4.17.1.2 negotiating, preserving, perfecting, enforcing or seeking to preserve or enforce this Legal Charge or their respective rights and powers (or any attempts to do so);

4.17.1.3 stamp duty land tax and other fees and costs arising from preserving or improving the security created by this Legal Charge or their respective rights and powers under this Legal Charge (or any attempts to do so); and

4.17.2 interest on any costs and expenses payable under this Legal Charge three Business Days after they were demanded until repayment and as well after as before judgment at the Interest Rate.

4.18 Not jeopardise Security

The Buyer will not do or omit to do anything or allow anything to be done or omitted which may in any way depreciate, jeopardise or otherwise prejudice the value to the Seller of the Security created by this Legal Charge or the priority of its ranking as expressed in this Deed.

5. ENFORCEMENT

5.1 Consolidation of mortgages

The restrictions on the consolidation of mortgages in section 93 of the 1925 Act do not apply to this Legal Charge.

5.2 Power of leasing

The restriction on the powers of the Seller or the Receiver to grant Leases or to accept the surrender of Leases in sections 99 and 100 of the 1925 Act do not apply to this Legal Charge. The statutory powers of leasing and accepting surrenders are extended so as to authorise the Seller and any Receiver, at any time after the security constituted by this Legal Charge has become enforceable, whether in its own name or in that of the Buyer, to make any lease or arrangement for lease, accept surrenders of leases or grant any option of the whole or any part of the Property with whatever rights relating to other parts of it, containing whatever covenants on the part of the Buyer, generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Seller or Receiver thinks fit.

5.3 Power of sale

For the purposes only of section 101 of the 1925 Act, the Secured Liabilities become due and the statutory power of sale and other powers of enforcement given by section 101 of the 1925 Act (as varied or extended by this Legal Charge) arise immediately on execution of this Legal Charge and shall be

exercisable in accordance with this Clause 6.

5.4 Exercise of power of sale

Section 103 of the 1925 Act does not apply to this Legal Charge and all moneys secured by this Legal Charge are immediately payable without any demand.

5.5 Privileges

Each Receiver and the Seller is entitled to all the rights, powers and privileges and Immunities conferred by the 1925 Act on mortgagees and receivers

5.6 Events of default

This Legal Charge will become immediately enforceable and the powers of the Seller and the Receiver exercisable in any of the following events:

- 5.6.1 the Buyer does not pay the Deferred Purchase Price on the Due Date, unless:
 - 5.6.1.1 such failure to pay is caused by:
 - (a) administrative or technical error; or
 - (b) a disruption to the payment or communications systems or financial markets required to operate in order for that payment to be carried out; and
 - 5.6.1.2 such payment is made within three Business Days of the Due Date;
- 5.6.2 the Buyer not complying with material obligations in this Legal Charge;
- 5.6.3 an order is made for the compulsory purchase of the whole or any part of the Property;
- 5.6.4 a receiver or administrative receiver is appointed of the whole or any part of the Property or any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Property;
- 5.6.5 where the Buyer is a company, an administrator is appointed over the Buyer;
- 5.6.6 where the Buyer is a company, a petition is presented in any Court for or a meeting is convened for the purpose of considering a resolution for the winding up of the Buyer or a resolution is passed or an order made for the winding up of the Buyer;
- 5.6.7 where the Buyer is a company, a voluntary arrangement is made in

respect of the Buyer under Part I Insolvency Act;

5.6.8 the Buyer is unable or admits inability to pay its debts as they fall due (or is deemed or declared to be unable to pay its debts under any applicable law) or the value of the assets of the Buyer is less than its liabilities (taking into account contingent and prospective liabilities),

save that clauses 5.6.4, 5.6.5, 5.6.6 and 5.6.7, above shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within ten Business Days of presentation or, if earlier, the date on which it is advertised.

5.7 Enforcement of Security

After the security constituted by this Legal Charge has become enforceable, the Seller may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Property.

5.8 No liability as mortgagee in possession

Neither the Seller, any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Property for which a mortgagee in possession might be liable as such unless, in each case, caused by its gross negligence or wilful misconduct.

5.9 Relinquishing possession

If the Seller, any Receiver or any Delegate enters into or takes possession of the Property, it or he may at any time relinquish possession

5.10 Seller's powers

The power of sale and the other powers conferred by the 1925 Act or otherwise are extended and varied to authorise the Seller at its absolute discretion to:-

5.10.1 do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do under this Legal Charge without first appointing a Receiver or notwithstanding the appointment of a Receiver.

5.10.2 remedy a breach at any time by the Buyer of any of its obligations contained in this Legal Charge. The Buyer irrevocably authorises the Seller and its agents to do all such things as are reasonably necessary for that purpose, provided that the Seller has given the Buyer reasonable advance notice of taking any such action. Any monies

expended by the Seller in remedying a breach by the Buyer of any of its obligations contained in this Legal Charge shall be reimbursed by the Buyer to the Seller;

In remedying any breach in accordance with this clause 6.10.2 the Seller, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Seller may reasonably consider necessary including, without limitation, carrying out any repairs, other works or development.

The rights of the Seller under this clause are without prejudice to any other rights of the Seller under this Legal Charge. The exercise of those rights shall not make the Seller liable to account as a mortgagee in possession.

5.10.3 grant time or other indulgence or make any other arrangement, variation or release with any person that is not party to this Legal Charge (whether or not such person is jointly liable with the Buyer) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Legal Charge or to the liability of the Buyer for the Secured Liabilities.

6. APPOINTMENT OF RECEIVERS

6.1 Powers under this Legal Charge

The powers under this Legal Charge shall be in addition to all statutory and other powers of the Seller under the 1986 Act, the 1925 Act or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the 1925 Act.

6.2 Appointment of receivers

At any time after the Seller's power of sale has become exercisable, the Seller may without further notice appoint one or more than one Receiver in respect of the Property or any part of the Property. The power to appoint a Receiver (whether conferred by this Legal Charge or statute) shall be and remain exercisable by the Seller despite any prior appointment in respect of all or part of the Property.

6.3 Joint and several powers

If more than one Receiver is appointed the Receiver may act jointly or jointly and severally.

6.4 Additional or alternative receivers

The Seller may remove the Receiver and appoint another Receiver and the Seller may also appoint an alternative or additional Receiver.

6.5 Agent of the Buyer

The Receiver will, so far as the law permits, be the agent of the Buyer. The agency of each Receiver shall continue until the Buyer goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Seller.

6.6 Scope of Receiver's Powers

Any exercise of any of the powers of a Receiver by the Receiver may be on behalf of the Buyer, the directors of the Buyer or himself

6.7 Buyer's liability

The Buyer alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver.

6.8 Liability for default

The Seller will be not be responsible for any misconduct, negligence or default of the Receiver, unless directly caused by its gross negligence or wilful misconduct.

6.9 Continuation of powers following liquidation or bankruptcy

The powers of the Receiver will continue in full force and effect following the liquidation or bankruptcy of the Buyer.

6.10 Receiver's remuneration

The remuneration of the Receiver may be fixed by the Seller without the restrictions contained in section 109 of the 1925 Act but will be payable by the Buyer. The amount of the remuneration will form part of the Secured Liabilities.

6.11 General powers of a Receiver

A Receiver will have the power on behalf and at the cost of the Buyer:

6.11.1 to do or omit to do anything which the Buyer could do or omit to do in relation to the Property; and

6.11.2 to exercise all or any of the powers conferred on the Receiver or the Seller under this Legal Charge or conferred upon receivers by the

Insolvency Act, the 1925 Act or any other statutory provision (whether or not the Receiver was appointed pursuant to the relevant statutory provision).

- 6.11.3 to undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same;
- 6.11.4 In connection with the exercise of the Receiver's powers, provide services and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such salaries, for such periods and on such other terms as he thinks fit. A Receiver may discharge any such person or any such person appointed by the Buyer.
- 6.11.5 to exercise or revoke any VAT option to tax as he thinks fit.
- 6.11.6 to charge and receive such sum by way of remuneration (In addition to all costs, charges and expenses incurred by him) as the Seller may prescribe or agree with him.
- 6.11.7 to collect and get in the Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Property with like rights.
- 6.11.8 To sever and sell separately any fixtures or fittings from the Property without the consent of the Buyer.
- 6.11.9 to give valid receipts for all monies and execute all assurances and things which may be necessary or desirable for realising any of the Property.
- 6.11.10 to make any arrangement, settlement or compromise between the Buyer and any other person as he thinks fit.
- 6.11.11 to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Property as he thinks fit.
- 6.11.12 To effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Buyer under this Legal Charge if the Receiver thinks fit.
- 6.11.13 to for any of the purposes authorised by this clause, raise money by borrowing from the Seller (or from any other person) on the security of

all or any of the Property in respect of which he is appointed on such terms as he thinks fit (including, if the Seller consents, terms under which such security ranks in priority to this Legal Charge).

6.11.14 to redeem any prior Encumbrance in respect of the Property and settle and pass the accounts to which such Encumbrance relates. Any accounts so settled and passed shall be conclusive and binding on the Buyer, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver; and

6.11.15 to do all such other acts and things as the Receiver may consider incidental or conducive to any of the matters or powers in this clause, or which he lawfully may or can do as agent for the Buyer in respect of the Property and/or Legal Charge.

6.12 Delegation

Each of the Seller and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Legal Charge. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Seller or any Receiver shall think fit. Neither the Seller nor any Receiver shall be in any way liable or responsible to the Buyer for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate, unless caused by its gross negligence or wilful misconduct.

6.13 Specific powers of a Receiver

Without limitation to the powers of the Receiver, the Receiver will have full power and discretion:

6.13.1 to take possession of and collect the income from the Property and for that purpose to take any proceedings in the name of the Buyer;

6.13.2 to carry on, manage or permit the carrying on and managing any business of the Buyer at the Property as the Receiver may think fit;

6.13.3 to sell, whether by public auction or private contract or otherwise, exchange, license or otherwise dispose of or deal with all or any part of the Property for such consideration, if any, and upon such terms as the Receiver thinks fit; and

6.13.4 to grant any Lease and to accept or agree to accept surrenders of Leases in such circumstances and for such purposes and upon such terms as the Receiver may think fit.

6.14 Application of proceeds

Sections 109(6) and 109(8) of the 1925 Act will not apply in relation to a Receiver appointed under this **clause 7**.

7. DISTRIBUTIONS

Subject to section 176A Insolvency Act, all monies received by the Seller or a Receiver pursuant to this Legal Charge will, subject to any claims ranking in priority to the Secured Liabilities, be applied in or towards discharging in the following order of priority:

- 7.1.1 the costs, charges and expenses incurred and payments made by the Receiver in connection with or as a result of the exercise of the Receiver's powers and the costs, charges and expenses of and incidental to the Receiver's appointment;
- 7.1.2 the remuneration of the Receiver;
- 7.1.3 the Secured Liabilities in such order as the Seller may determine; and
- 7.1.4 the claims of those entitled to any surplus.

7.2 Appropriation

Neither the Seller, any Receiver or a Delegate under this Legal Charge shall be bound (whether by virtue of section 109(8) of the 1925 Act, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities

8. POWER OF ATTORNEY

8.1 Appointment

The Buyer irrevocably and by way of security appoints:-

- 8.1.1 the Seller (whether or not a Receiver has been appointed); or
- 8.1.2 any delegate or sub-delegate of, or other person nominated in writing by, an officer of the Seller; or
- 8.1.3 (as a separate appointment) each Receiver,

severally as the Buyer's attorney exclusively to execute and deliver any deed or other document, on behalf of and in the name of the Buyer, which the Buyer could be reasonably required to do or execute under any provision of this Deed, or which the Seller in its sole opinion may consider reasonably necessary or desirable for perfecting its title to any of the Property or enabling the Seller or the Receiver to exercise any of its rights or powers under this Deed **SUBJECT TO**

such attorney promptly providing to the Buyer certified copies of any such documents so executed.

8.2 Ratification

The Buyer ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 8.1 (*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 8.1 (*Appointment*).

9. PURCHASER

A purchaser from, tenant or other person dealing with the Seller or the Receiver will not be concerned to enquire whether any of the powers which they have exercised or purported to exercise have arisen or become exercisable.

10. WARRANTIES

10.1 The Buyer warrants to the Seller on the date of this Deed that:

10.1.1 neither the execution of this Legal Charge by the Buyer nor compliance with its terms will:

10.1.1.1 conflict with or result in any breach of any law or enactment or any deed, agreement or other obligation or duty to which the Buyer is bound in any material respect; or

10.1.1.2 cause any limitation on any of the powers of the Buyer or on the right or ability of the directors of the Buyer to exercise those powers to be exceeded;

10.1.2 all consents required by the Buyer for the execution, delivery, issue, validity or enforceability of this Legal Charge have been obtained and have not been withdrawn;

10.1.3 no person having any charge or other form of security over the Property or any other assets of the Buyer has enforced or given notice of its intention to enforce such security; and

10.1.4 no Event of Default has occurred or is continuing.

11. EXCLUSION OF LIABILITY AND MISCELLANEOUS

11.1 Liability for loss and damage

11.1.1 The Seller and the Receiver will not be liable to the Buyer for any loss or damage incurred by the Buyer arising out of the exercise of their respective powers or any attempt or failure to exercise those powers

unless caused by their gross negligence or wilful misconduct.

11.1.2 The Buyer may not take any proceedings against any officer, employee or agent of the Seller or the Receiver in respect of any claim it might have against the Seller or the Receiver or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Legal Charge.

11.2 Buyer's indemnity

The Buyer agrees with the Seller within three Business Days of demand to indemnify the Seller and the Receiver against any cost, loss, liability or expense incurred by it or them as a result of any exercise of the powers of the Seller or the Receiver or any attempt or failure to exercise those powers.

11.3 Continuing Security

This Legal Charge shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Seller discharges this Legal Charge in writing.

11.4 Discharge conditional

Any release, discharge or settlement between the Buyer and the Seller shall be deemed conditional on no payment or security received by the Seller in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

11.4.1 the Seller or its nominee may retain this Legal Charge and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Property, for such period as the Seller deems necessary to provide the Seller with security against any such avoidance, reduction or order for refund; and

11.4.2 the Seller may recover the value or amount of such security or payment from the Buyer subsequently as if such release, discharge or settlement had not occurred.

11.5 Rights cumulative

The rights and powers of the Seller conferred by this Legal Charge are cumulative, may be exercised as often as the Seller considers appropriate, and are in addition to its rights and powers under the general law.

11.6 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Seller shall, in any way, preclude the Seller from exercising any right or power under this Legal Charge or constitute a suspension or variation of any such right or power.

11.7 Delay

No delay or failure to exercise any right or power under this Legal Charge shall operate as a waiver.

11.8 Single or partial exercise

No single or partial exercise of any right under this Legal Charge shall prevent any other or further exercise of that or any other right.

11.9 Consolidation

The restriction on the right of consolidation contained in section 93 of the 1925 Act shall not apply to this Legal Charge.

11.10 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Legal Charge under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

12. POWERS

12.1 Execution of documents

The Receiver will have power, either in the name of the Buyer or in the name of the Receiver, to execute documents and do all acts or things which may be necessary under this Legal Charge or in exercise of the Receiver's powers.

13. NOTICES

13.1 Form of notices

Any notice served under this Legal Charge is to be:

13.1.1 in writing;

13.1.2 signed by an officer of the party serving the notice or by its solicitors;

13.1.3 delivered by hand, first class post, pre-paid or recorded delivery at the address of the party on whom it is served set out above or such other address which they may notify in writing to the other parties at any time.

13.2 Time of receipt

If a notice is received after 4.00 pm on a working day, or on a day which is not a working day, it is to be treated as having been received on the next working day.

13.3 Deemed receipt

Unless the time of actual receipt is proved, a notice served by the following means is to be treated as having been received;

13.3.1 If delivered by hand, at the time of delivery;

13.3.2 If sent by post, on the second working day after posting

14. LAW AND JURISDICTION

14.1 Governing law

This Legal Charge is to be governed by and interpreted in accordance with English law.

14.2 Jurisdiction

The courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Legal Charge. This clause operates for the benefit of the Seller who retains the right to sue the Buyer and enforce any judgment against the Buyer in the courts of any competent jurisdiction.

15. EXECUTION

The Seller and the Buyer have executed this Legal Charge as a deed and it is delivered on the date at page 1.

EXECUTED as a DEED by
COUNTRYSIDE PROPERTIES (UK) LIMITED
acting by:

Director:

In the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

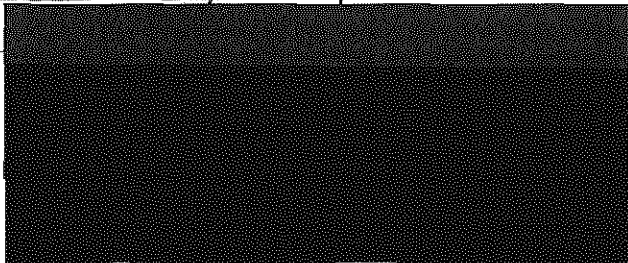
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BOMBARDIER TRANSPORTATION UK LTD
acting by:

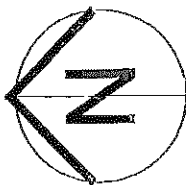
Director: PoA  8.11.19

In the presence of:

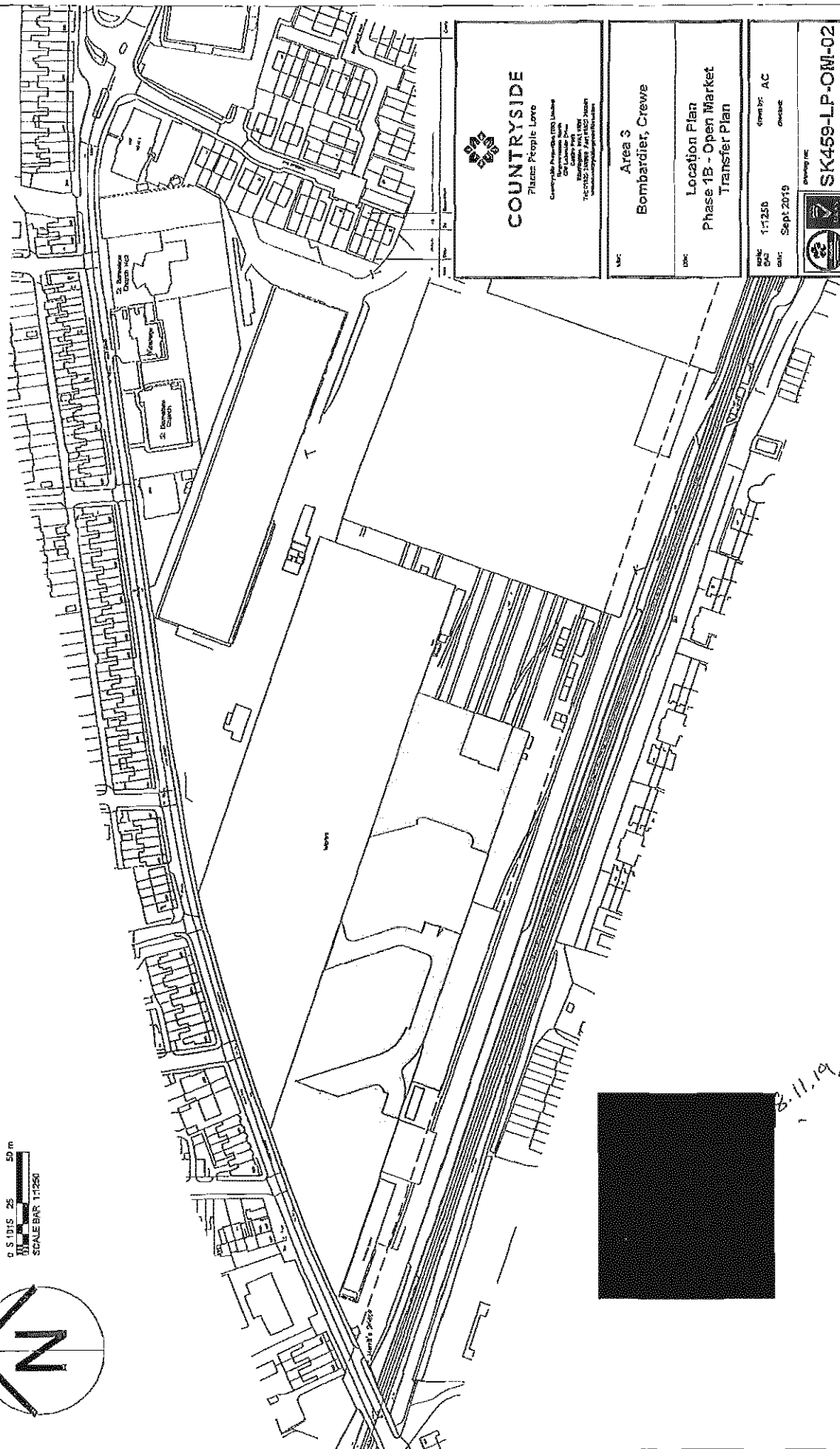
Witness signature:  _____



Witness name: LESLIE TAYLOR

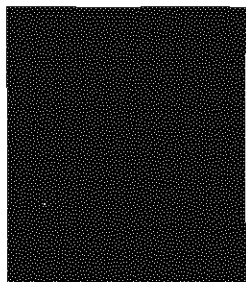
Witness address: 



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 COUNTRYSIDE Places People Love CountrySide Properties (NS) Limited 1000 Lakeshore Drive Suite 100 Calgary, Alberta T2C 1P5 Tel: (403) 243-1100 Fax: (403) 243-1101 country@csproperties.com	
Area 3 Bombardier, Crewe	
Location Plan Phase 1B - Open Market Transfer Plan	
Scale: 1:1250 Date: Sept 2019 Drawn by: AC Checked by: [blank]	 SK459-LP-OM-02 Drawing ref: Project ref: Sheet 1 of 1 Revision: A



8.11.19