



Registration of a Charge

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

Company number: **00614864**

Received for Electronic Filing: **14/09/2020**



X9DKVHCP

Details of Charge

Date of creation: **07/09/2020**

Charge code: **0061 4864 1160**

Persons entitled: **HERTFORDSHIRE COUNTY COUNCIL**

Brief description: **LAND SHOWN EDGED RED ON THE PLAN ANNEXED TO THIS DEED
AND FORMING PART OF THE LAND KNOWN AS ST JAMES PARK
WHITTINGTON WAY BISHOPS STORTFORD**

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ZAHRAA ILMASS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 614864

Charge code: 0061 4864 1160

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th September 2020 and created by COUNTRYSIDE PROPERTIES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th September 2020 .

Given at Companies House, Cardiff on 15th September 2020

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 *7 September* 2020

COUNTRYSIDE PROPERTIES (UK) LIMITED

AND

HERTFORDSHIRE COUNTY COUNCIL

LEGAL MORTGAGE

LAND AT WHITTINGTON WAY

BISHOP'S STORTFORD TO BE KNOWN AS ST JAMES' PARK

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THIS DEED is dated

7 September

2020

PARTIES

- (1) **COUNTRYSIDE PROPERTIES (UK) LIMITED** incorporated and registered in England and Wales with company number 00614864 whose registered office is at Countryside House, The Drive, Brentwood, Essex, CM13 3AT (the **Borrower**).
- (2) **HERTFORDSHIRE COUNTY COUNCIL** of County Hall, Pegs Lane, Hertford SG13 8DE (the **Lender**)

BACKGROUND

- (A) Under the terms of the Funding Agreement (as herein defined), payments are due from the Borrower to the Lender on a secured basis.
- (B) The Borrower is the owner of the Property (as herein defined).
- (C) This deed provides security which the Borrower has agreed to give the Lender for the payments due under the Funding Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The definitions and rules of interpretation in this clause apply in this deed.

Adjoining Property: the School's property within the same development site as the Property and referred to in the Sale Agreement as the "Property".

Business Day: a day (other than a Saturday or Sunday) on which commercial banks are open for general business in London and deposits are dealt with in the London Interbank Market.

Costs: all reasonable and proper costs, charges, expenses, taxes and liabilities of any kind, including (without limitation) costs and damages in connection with litigation, professional fees, disbursements and any VAT charged on Costs which the Lender or any Receiver or Delegate may charge or incur.

Default Interest: means interest for late payment of the Secured Payment calculated at the Interest Rate for the period from and including the Secured Payment Date up to and including the date of payment.

Default Interest Rate: means 4 per cent per annum over Barclays Bank Plc base rate from time to time or if that base lending rate stops being used or published then at a comparable commercial rate reasonably determined by the Lender.

Delegate: any person appointed by the Lender or any Receiver pursuant to clause 12 and any person appointed as attorney of the Lender, Receiver or Delegate.

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: the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

Environmental Law: all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes insofar as they relate to or apply to the Environment.

Environmental Licence: any authorisation, permit or licence necessary under Environmental Law in respect of any of the Property.

Event of Default: the non payment of the Secured Payment on or before the Secured Payment Date.

Funding Agreement: a funding agreement entered into by the Parties on the date of this Legal Charge under which the Lender agreed to advance monies to the Borrower on a secured basis.

LPA 1925: the Law of Property Act 1925.

Permitted Disposal: means any one or more of the following transactions:

- (a) any legal charge over the Property or any part thereof (together with the grant of all necessary easements and rights) in favour of any bank or other institution providing finance for the acquisition and/or development of the Property provided that such charge shall rank behind the security created by this deed;
- (b) the transfer grant or lease of any wayleave or easement or the like to a third party which is reasonably and properly required for the purposes of development of the development site or any part of it of which the Property forms part;

- (c) a transfer grant or lease of any part of the Property together with the grant of all necessary easements and rights in favour of the relevant statutory undertakers for the purpose of providing Services;
- (d) a transfer grant or lease of any part of the Property together with the grant of all necessary easements and rights to a local authority or similar body of land which is required to be transferred or leased pursuant to any Planning Agreement as more particularly defined in the Sale Agreement;
- (e) a transfer grant or lease to a registered provider or other provider of affordable housing as referred to in and pursuant to any Planning Agreement or Planning Permission (as more particularly defined in the Sale Agreement) together with the grant of all necessary easements and rights.

Plan: the plan attached to this Deed

Property: such part of the Borrower's freehold property referred to in the Sale Agreement as the "Retained Land" described in Schedule 1 and referred to in the Funding Agreement as the "Secured Property".

Receiver: a receiver and/or manager of the Property.

Sale Agreement: the sale agreement for the sale and purchase of the Adjoining Property dated 28th February 2020 between the School (1) and the Borrower (2) as varied by a supplemental agreement dated 1 May 2020 and a Deed of Variation dated 6th May 2020 between the School (1) the Borrower (2) and the Lender (3).

Secured Liabilities: the Secured Payment together with all Default Interest accruing in respect of such monies or liabilities for late payment and all other monies owed by the Borrower to the Lender under the terms of this deed.

Secured Payment: all sums payable by the Borrower to the Lender under the Funding Agreement.

Secured Payment Date: the date the Secured Payment is due to be repaid to the Lender under the Funding Agreement.

Security Period: the period starting on the date of this deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

Service Apparatus: cables channels conduits drains ducts infiltration basins flues gutters pipes soakaways storage vessels regulators sewers storage



[Hatched Box] The Proposal
 [Solid Black Line] School Closure Plan

BISHOP'S STORTFORD SOUTH
 SCHOOL LEGAL CHARGE PLAN
 Date: 1.12.2008
 Project: B&C
 Drawn: B&C
 Scale: 1:1000
 Project: B&C
 Drawn: B&C
 Scale: 1:1000

BARTON WILLIAMS
 Planning & Design
 100-102 High Street
 Stortford, Essex, SS16 5LN
 Tel: 01279 551111
 Fax: 01279 551112
 Email: info@bartonwilliams.co.uk
 Website: www.bartonwilliams.co.uk

P. 2008.1

vessels switch gear installations water courses wires and other items used for the transmission of Services

Services: water soil effluent gas electricity telephone data communication and such other necessary services.

VAT: value added tax.

1.2 Interpretation

In this deed:

- (a) reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;
- (b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (c) unless the context otherwise requires, words in the singular include the plural and in the plural include the singular;
- (d) a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires;
- (e) a reference to **continuing** in relation to an Event of Default means an Event of Default which has not been remedied or waived;
- (f) a reference to **this deed** (or any provision of it) or any other document shall be construed as a reference to this deed, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties;
- (g) a reference to a **person** shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person;
- (h) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- (i) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;

- (j) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (k) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (l) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the discretion of the person making it; and
- (m) clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

1.3 **Nature of security over real property**

A reference in this deed to a **charge or mortgage of or over the Property** includes all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Property at any time.

1.4 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Funding Agreement and of any side letters between any parties in relation to the Funding Agreement are incorporated into this deed.

1.5 **Third party rights**

A third party (being any person other than the Borrower, the Lender and its permitted successors and assigns, any Receiver and any Delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this deed.

1.6 **Perpetuity period**

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009)

1.7 Schedules

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

2. COVENANT TO PAY

2.1 The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due pursuant to the Funding Agreement without set off, counter claim or any deduction of any description.

2.2 The Borrower shall, on demand, pay Default Interest on the Secured Payment if it remains outstanding on the Secured Payment Date.

3. GRANT OF SECURITY

3.1 Legal mortgage and fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of first legal mortgage, the Property.

4. PERFECTION OF SECURITY

4.1 Registration of legal mortgage at the Land Registry

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"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 [] 2020 in favour of the Chargee referred to in the charges register or a conveyancer that the provisions contained in clause 8.7.3 of the Funding Agreement dated [] 2020 have been complied with or that they do not apply to the transaction."

It is acknowledged that a Permitted Disposal shall not be deemed a disposal for the purpose of this provision

4.2 Cautions against first registration and notices

If any notice (whether agreed or unilateral) is registered against the Borrower's title to the Property, then unless such notice relates to a Permitted Disposal the Borrower shall immediately provide the Lender with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this deed, the Borrower shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

5. LIABILITY OF THE BORROWER

5.1 Liability not discharged

The Borrower's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- (b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission, which but for this clause 5.1 might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

5.2 Immediate recourse

The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Borrower

5.3 Ownership of Property

The Borrower is the legal and beneficial owner of the Property.

5.4 No prohibitions or breaches

There is no prohibition on the Borrower charging its rights in the Property and the entry into of this deed by the Borrower does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Borrower or its assets.

5.5 Avoidance of security

No Encumbrance expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

5.6 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is and will continue to be effective security over all and every part of the Property in accordance with its terms.

6. COVENANTS

The Borrower covenants with the Lender in the terms set out in Schedule 2.

7. POWERS OF THE LENDER

7.1 Power to remedy

- (a) The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed.
- (b) The Borrower irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.
- (c) Any proper and reasonable monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this deed, shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with clause 15.1.
- (d) In remedying any breach in accordance with this clause 8.1, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

7.2 Exercise of rights

The rights of the Lender under clause 7.1 are without prejudice to any other rights of the Lender under this deed. The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

7.3 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Property whether or not it has taken possession of any Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

7.4 Indulgence

The Lender may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this deed (whether or not such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Borrower for the Secured Liabilities.

8. WHEN SECURITY BECOMES ENFORCEABLE

8.1 Security becomes enforceable on Event of Default

The security constituted by this deed shall be immediately enforceable if an Event of Default occurs.

8.2 Discretion

After the security constituted by this deed has become enforceable, the Lender 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.

9. ENFORCEMENT OF SECURITY

9.1 Enforcement powers

- (a) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 9.1.
- (b) Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed.

9.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and/or by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Borrower, to:

- (a) grant any lease or agreement for lease;
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

9.3 Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender, any Receiver or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Lender, any Receiver or Delegate is to be applied.

9.4 Privileges

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

9.5 No liability as mortgagee in possession

Neither the Lender, 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.

9.6 Relinquishing possession

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

9.7 Conclusive discharge to purchasers

The receipt of the Lender or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Property or in making any acquisition in the exercise of their respective powers, the Lender, every Receiver and Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

10. RECEIVERS

10.1 Appointment

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver, or a receiver and manager, of all or any part of the Property.

10.2 Removal

The Lender may, without further notice, (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

10.3 Remuneration

The Lender may fix the proper remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, which shall be due and payable immediately on its being paid by the Lender.

10.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

10.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Charged Property.

10.6 Agent of the Borrower

Any Receiver appointed by the Lender under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

11. POWERS OF RECEIVER

11.1 Powers additional to statutory powers

- (a) Any Receiver appointed by the Lender under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 11.2 to clause 11.13.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

- (c) Any exercise by a Receiver of any of the powers given by clause 12 may be on behalf of the Borrower, the directors of the Borrower or himself.

11.2 Repair and develop the Property

A Receiver may 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.

11.3 Grant or accept surrenders of leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Property and may grant any other interest or right over the Property on such terms and subject to such conditions as he thinks fit.

11.4 Employ personnel and advisers

A Receiver may provide services and employ, or engage, such managers, officers, servants, Borrowers, workmen, agents, other personnel and professional advisers on such terms and subject to such conditions as he thinks fit. A Receiver may discharge any such person or any such person appointed by the Borrower.

11.5 Charge for remuneration

A Receiver may charge and receive such proper sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him.

11.6 Dispose of Property

A Receiver may grant options and licences over all or any part of the Property, sell, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of) all or any of the Property in respect of which he is appointed for such consideration and, in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Property to be disposed of by him.

11.7 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person which he may think expedient.

11.8 Bring proceedings

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Property as he thinks fit.

11.9 Insure

A Receiver may, if he thinks fit, 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 Borrower under this deed

11.10 Powers under LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

11.11 Borrow

A Receiver may, for any of the purposes authorised by this clause 12, raise money by borrowing from the Lender (or from any other person) either unsecured or 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 Lender consents, terms under which such security ranks in priority to this deed).

11.12 Absolute beneficial owner

A Receiver may, in relation to any of the Property, exercise all powers, authorisations and rights he would be capable of exercising, and do all such acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Property or any part of the Property.

11.13 Incidental powers

A Receiver may do all such other acts and things:

- (a) as he may consider desirable or necessary for realising any of the Property;

- (b) as he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- (c) which he lawfully may or can do as agent for the Borrower.

12. DELEGATION

12.1 Delegation

The Lender or 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 deed.

12.2 Terms

Any delegation may be made on such terms and conditions (including the power to sub-delegate) as the Lender or any Receiver may think fit.

12.3 Liability

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

13. APPLICATION OF PROCEEDS

13.1 Order of application of proceeds

All monies received by the Lender, a Receiver or a Delegate pursuant to this deed after the security constituted by this deed has become enforceable (other than sums received pursuant to any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- (a) in or towards payment of or provision for all reasonable and proper costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;
- (b) in or towards payment of or provision for the Secured Liabilities in such order and manner as the Lender determines; and

- (c) in payment of the surplus (if any) to the Borrower or other person entitled to it.

13.2 Appropriation

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, 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.

13.3 Suspense account

All monies received by the Lender, a Receiver or a Delegate under this deed (other than sums received pursuant to any Insurance Policy which are not going to be applied in or towards discharge of the Secured Liabilities):

- (a) may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Borrower; and
- (c) may be held in such account for so long as the Lender, Receiver or Delegate thinks fit.

14. COSTS AND INDEMNITY

14.1 Costs

The Borrower shall pay to, or reimburse, the Lender and any Receiver on demand, on a full indemnity basis, the reasonable and proper Costs incurred by the Lender, any Receiver or Delegate in connection with or arising from:

- (a) Clause 18 and/or any default by the Borrower under this deed;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or Delegate's rights under this deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest on those Costs, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant Cost arose until full discharge of that Cost (whether before

or after judgment, liquidation, winding up or administration of the Borrower) at the rate and in the manner specified in the Sale Agreement.

15. FURTHER ASSURANCE

The Borrower shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any of the Property; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Property,

including, without limitation, if the Lender thinks it expedient, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of, or intended to form part of, the Property (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

16. RELEASE

16.1 On the expiry of the Security Period, the Lender shall, at the request of the Borrower and free of expense to the Borrower, promptly take whatever action is necessary to release the Property from the security constituted by this deed which shall include supplying to the Borrower a signed Form DS1 and Form RX4 or such other form as the Land Registry shall require and the Lender shall provide all assistance reasonably required to complete any such form and to answer any requisitions raised by the Land Registry in relation thereto in order to perfect the removal of the entry from the title to the Property.

16.2 During the Security Period the Lender shall, at the request of the Borrower and free of expense of the Borrower, provide to the Borrower within 5 working days of such written request signed Form DS3 and Form RX3 or consent to dealing or such other appropriate discharge or consent as may be required by the Land Registry in order to release the charge the subject of this deed in relation to any Permitted Disposal (or in the case of a Permitted Disposal comprising the grant of a legal charge or the grant of a wayleave or easement) consent to its registration.

16.3 On completion of a Permitted Disposal the Borrower shall be entitled (to apply for the removal of the restriction referred to in clause 4.1 on Form RX3 or Form RX4 or such other form as the Land Registry shall require in relation only to that part of the Property the subject of the Permitted Disposal and the Lender shall give its consent to such application and shall provide all assistance reasonably required to complete any such form and to answer any requisitions raised by the Land Registry in relation thereto in order to perfect the removal of the entry from the title to the relevant part of the Property.

16.4 During the Security Period the Lender shall, at the request of the Borrower and free of expense of the Borrower, provide to the Borrower within 5 working days of such written request signed Form DS3 and Form RX3 or consent to dealing or such other appropriate discharge or consent as may be required by the Land Registry in order to release the charge the subject of this deed in relation to any part of the Property that is to be released from this Legal Charge under the terms of the Funding Agreement following a partial redemption of the Secured Payment or a waive of the right to draw a part of the Funding Sum (as defined in the Funding Agreement) under the terms of the Funding Agreement.

16.5 Delay

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

16.6 Single or partial exercise

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

16.7 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

16.8 Partial invalidity

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this deed 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 modifications necessary to give effect to the commercial intention of the parties.

16.9 Counterparts

This deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

17. NOTICES

17.1 Service

Each notice or other communication required to be given under or in connection with this deed shall be:

- (a) in writing, delivered personally or sent by pre-paid first-class letter or fax; and
- (b) sent:

- (i) to the Borrower at:

their registered office as above

Attention: Company Secretary

- (ii) to the Lender at:

County Hall, Pegs Lane, Hertford SG13 8DE

Attention: Head of Commercial and Property | Legal Services
| Resources

Provided that a copy of such notice shall also be sent to

the parties' respective solicitors. In the case of the Lender to
Winckworth Sherwood, Minerva House, 5 Montague Close,
London, SE1 9BB

Attention: Andrea Squires

In the case of the Borrower, Rosenblatt Solicitors, 9-13 St.
Andrew Street, London, EC4A 3AF

Attention: John Aynsley

17.2 Receipt by Borrower

Any notice or other communication that the Lender gives shall be deemed to have been received:

- (a) if given by hand, at the time of actual delivery; and
- (b) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in clause 17.1 or clause 20.2(a) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

17.3 Receipt by Lender

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

18. GOVERNING LAW AND JURISDICTION

18.1 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

18.2 Jurisdiction

The parties to this deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

18.3 Other service

The Borrower irrevocably consents to any process in any proceedings under clause 21.2 being served on it in accordance with the provisions of this deed

relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

19. RESTRICTIONS ON DEALINGS

19.1 Notwithstanding the security created by this deed the Borrower shall be entitled to:-

- (a) develop the Property and carry out the Seller's Works and Seller's Development Obligations as defined in and envisaged by the Funding Agreement and the Sale Agreement;
- (b) enter into such agreements with the local planning or highway authority as it deems appropriate in connection with the development of the Property as envisaged in the Sale Agreement;
- (c) enter into such agreements in connection with the development of the Property as envisaged in the Sale Agreement as the Borrower deems appropriate with any authority, body or person authorised or to supply Services.

19.2 For the avoidance of doubt the dealings referred to above may include where reasonable the creation of restrictive covenants binding the Property and the grant of easements binding the Property provided that such restrictive covenants or easements do not have a materially adverse effect on the Lender's security hereunder;

19.3 The Lender shall:-

- (a) take all steps and execute all such other documents free of expense to the Borrower as the Borrower shall reasonably be required to permit the Borrower to enter into the transactions referred to in this clause notwithstanding the existence of this deed; and
- (b) enter (to grant consent as mortgagee only) into any agreement or undertaking pursuant to Section 106 of the Town and Country Planning Act 1990 in respect of the Property or any part thereof relating to the development of the Property as envisaged by the Sale Agreement; and
- (c) enter (to grant consent as mortgagee only) into any agreement pursuant to Sections 38, 278, 116 or 118 of the Highways Act 1980 or Section 104 of the Water Industry Act 1991 or Sections 247 or 257 of the Town and Country Planning Act 1990 or any similar

statutory provisions in relation to the roads, sewers and other services to be provided as part of the development of the Property or the diversion of any sewers crossing the Property in each case in connection with the development of the Property as envisaged by the Sale Agreement.



This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Property

The land shown edged red on the plan annexed to this deed and forming part of the land know as St James Park Whittington Way Bishops Stortford and registered at HM Land Registry under title number HD176795

Schedule 2 Covenants

Part 1. General covenants

1. PRESERVATION OF PROPERTY

The Borrower shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this deed.

2. COMPLIANCE WITH LAWS AND REGULATIONS

The Borrower:

2.1 shall not, without the Lender's prior written consent, use or permit the Property to be used in any way contrary to law;

2.2 shall:

- (a) comply with the requirements of any law and regulation relating to or affecting the Property or the use of it or any part of it;
- (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Property or its use or that are necessary to preserve, maintain or renew any Property; and
- (c) promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Property that are required to be made by it under any law or regulation.

3. ENFORCEMENT OF RIGHTS

The Borrower shall use its reasonable endeavours to:

- (a) procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Borrower and forming part of the Property of the covenants and other obligations imposed on such counterparty; and
- (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Property that the Lender may require from time to time.

4. NOTICE OF MISREPRESENTATIONS AND BREACHES

The Borrower shall, promptly on becoming aware of any of the same, give the Lender notice in writing of:

- (a) any representation or warranty set out in clause 6 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of covenant set out in this deed.

Part 2. Property Covenants

1. PROPRIETARY RIGHTS

Save for a Permitted Disposal the Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender.

2. COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS

The Borrower shall:

- (a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and
- (b) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

3. NOTICES OR CLAIMS RELATING TO THE PROPERTY

3.1 The Borrower shall:

- (a) give full particulars to the Lender 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 Lender so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender thinks fit.

- 3.2 The Borrower shall give full particulars to the Lender of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

4. PAYMENT OF OUTGOINGS

The Borrower shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Property or on its occupier.

Executed as a deed by
COUNTRYSIDE PROPERTIES
(UK) LIMITED acting by a director
in the presence of a witness

Philip Chapman

P. Chapman

Director

Witness Signature

N. J. Hawes

Witness Name

N. J. HAWES

Address

49 CRAW CLOSE, WOKINGHAM RG4 2PZ

Occupation

OFFICE MANAGER/PA

EXECUTED as a DEED
By the affixing of the COMMON SEAL of
HERTFORDSHIRE COUNTY COUNCIL;

In the presence of:

.....

Attesting Officer