



Registration of a Charge

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

Company Number: **00614864**



Received for filing in Electronic Format on the: **17/04/2023**

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Details of Charge

Date of creation: **04/04/2023**

Charge code: **0061 4864 1186**

Persons entitled: **HALLAM LAND MANAGEMENT LIMITED
SARAH JANE CASH
SARAH JANE HOGG**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS PARCEL 1 PICKFORD GATE,
EASTERN GREEN, COVENTRY BEING PART OF THE LAND REGISTERED
AS HM LAND REGISTRY UNDER THE TITLE NUMBERS: WM705548;
MM31390; AND WK150371.**

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: **SHOOSMITHS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 614864

Charge code: 0061 4864 1186

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th April 2023 and created by COUNTRYSIDE PROPERTIES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th April 2023 .

Given at Companies House, Cardiff on 18th April 2023

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 4 April 2023

(1) COUNTRYSIDE PROPERTIES (UK) LIMITED

AND

(2) HALLAM LAND MANAGEMENT LIMITED, SARAH JANE CASH AND
SARAH JANE HOGG (as Security Agent)

AND

(3) HALLAM LAND MANAGEMENT LIMITED (as Hallam)

AND

(4) ELIZABETH JANE BOSTOCK, SARAH JANE CASH, PHILIP CRINION
AND SARAH JANE HOGG

LEGAL CHARGE

relating to: Land at Parcel 1, Pickford Gate, Coventry



THIS LEGAL CHARGE is made on 4 April

2023

- (1) **COUNTRYSIDE PROPERTIES (UK) LIMITED**, a company incorporated in England and Wales (Registered number 00614864) whose registered office is at Countryside House, The Drive, Brentwood, Essex, CM13 3AT (the "**Chargor**");
- (2) **HALLAM LAND MANAGEMENT LIMITED**, a company incorporated in England and Wales (Registered number 02456711) whose registered office is at Banner Cross Hall, Ecclesall Road South, Sheffield, S11 9PD, **SARAH JANE CASH** care of Pickford Grange Farm, Pickford Green, Allesley, Coventry, CV5 9AR **AND SARAH JANE HOGG** care of Bentley Reid & Co (UK) Limited, 29 Queen Annes Gate, London, SW1H 9BU acting in their capacity as security agent for the Secured Parties (as defined below) (together the "**Security Agent**");
- (3) **HALLAM LAND MANAGEMENT LIMITED**, a company incorporated in England and Wales (Registered number 02456711) whose registered office is at Banner Cross Hall, Ecclesall Road South, Sheffield, S11 9PD, acting in its capacity as Hallam under the Agreement (as defined below) ("**Hallam**"); and
- (4) **ELIZABETH JANE BOSTOCK AND SARAH JANE CASH** both care of Pickford Grange Farm, Pickford Green, Allesley, Coventry, CV5 9AR and **PHILIP CRINION AND SARAH JANE HOGG** both care of Bentley Reid & Co (UK) Limited, 29 Queen Annes Gate, London, SW1H 9BU being together the trustees for the time being of the Eastern Green Land Pool Trust (the "**Owners**").

BACKGROUND

- (A) By a transfer dated the same date as this Legal Charge, the Owners transferred the Site to the Chargor.
- (B) The Chargor has agreed to pay Deferred Purchase Price A and Deferred Purchase Price B to the Owners on the terms of the Agreement.
- (C) The Chargor has agreed to grant this Legal Charge to the Security Agent by way of Deed as security for the Chargor'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
"Adjoining Land"	any part of the Site Released from this Legal

	Charge from time to time
"Affordable Housing"	has the meaning given to that term in the Agreement
"Agreement"	an agreement dated 15 March 2023 and made between (1) the Owners as seller (2) Hallam and (3) the Chargor as buyer as varied by any supplemental agreements
"Business Day"	a day (other than a Saturday or Sunday) on which banks are open for general business in London
"Deferred Purchase Price A"	has the meaning given to "Deferred Payment A" in the Agreement
"Deferred Purchase Price B"	has the meaning given to "Deferred Payment B" in the Agreement
"Delegate"	any person appointed by the Security Agent or any Receiver pursuant to clause 8.12 and any person appointed as an attorney of the Security Agent, Receiver or Delegate
"Disposal"	<p>one or more of the following in respect of the relevant land or any part thereof by the registered proprietor of the relevant land:</p> <p>(a) the transfer of the freehold interest in the whole or any part, whether or not for valuable consideration; and/or</p> <p>(b) the grant of a lease over the whole or any part for a term exceeding seven years</p> <p>and "Dispose" means to make a Disposal</p>
"Due Date"	the date that Deferred Purchase Price A or Deferred Purchase Price B (as applicable) is due and payable by the Chargor pursuant to the terms of the Agreement
"Dwellinghouse"	has the meaning given to that term in the Agreement

"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.

"Event of Default"

any of the events of default set out in **clause 7.6**.

"Excluded Disposition"

all or any of the following:

- (a) a Disposal of any land for use as an electricity sub-station, gas governor station, pumping station or similar use and/or the grant of any easements related to electricity, gas or any other Services;
- (b) a Disposal of any land and/or the grant of any easements to a statutory undertaking or authority for the purposes of infrastructure required to facilitate development of the Site;
- (c) a Disposal to a management company or similar entity of any open space and/or play areas or land ancillary thereto or infrastructure land pursuant to a Planning Agreement or otherwise including any Managed Areas;
- (d) a Disposal of any land buildings or facilities to a local authority pursuant to a Planning Agreement or planning permission;
- (e) a Disposal, dedication or adoption pursuant to a Statutory Agreement;
- (f) a Disposal to a management company in relation to common parts or for other management purposes;
- (g) a Disposal or grant of any easements to satisfy the requirements of any

Planning Agreement;

- (h) a Disposal of any Released Dwellinghouses;
- (i) a grant of a legal charge mortgage or other form of security over any part of the Site that is not charged pursuant to this Legal Charge from time to time;
- (j) the grant of any easements pursuant to any of the Disposals referred to in paragraphs (a) to (h) of this definition; and
- (k) the grant of any easements over the Property to benefit the development of the Site

"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 Security Agent 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 Security Agent may reasonably determine.

"Majority Secured Parties"

means, at any time, those Secured Parties who are creditors in respect of more than 75% of the total Secured Liabilities at that time

"Managed Areas"

has the meaning given to that term in the Agreement

"Planning Agreement"

has the meaning given to that term in the Agreement

"Property"

the Site LESS such part or parts of the Property as may be Released from this Charge from time to time

"Receiver"

any receiver or receiver and manager appointed by the Security Agent under this Legal Charge or pursuant to any statute,

including the 1925 Act but does not include an administrative receiver

"Release"

duly completed and executed forms DS3 or DS1 and/or RX4 or such other forms or documents as shall be appropriate to release (when dated) the Property or any interest in the Property or any part or parts of the Property from this Legal Charge and **Releases** and **Released** shall be interpreted accordingly

"Released Dwellinghouse"

has the meaning given to that term in the Agreement

"Relevant Number"

has the meaning given to that term in the Agreement

"Reserved Matters Approval"

has the meaning given to that term in the Agreement

"Roadways"

roads, cycleways and/or footpaths including (without limitation) carriageways, roundabouts, junctions, footways, visibility splays, verges, landscaping and/or street furniture and/or any other ancillary and/or associated works to be constructed on the Site (but excluding shared access areas which are not intended to be made available for public use)

"Secured Liabilities"

Deferred Purchase Price A and Deferred Purchase Price B owed by the Chargor to the Owners from time to time under the Agreement.

"Secured Parties"

means together the Security Agent, Hallam, the Owners or a Receiver (each a **"Secured Party"**)

"Security"

any legal charge, debenture, mortgage, pledge, lien or other form of security securing any obligation of any person or any other agreement or arrangement having a similar

effect.

"Security Agreement"

means a security agreement dated 5 September 2022 and made between Vistry Group PLC and Barclays Bank PLC as the security agent to bring the Chargor within the ambit of the Senior Facilities Agreement as the same may be further amended, supplemented, novated, restated or replaced from time to time

"Security Assets"

means all of the assets of the Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed

"Security Property"

means the Transaction Security expressed to be granted in favour of the Security Agent as trustee for the Secured Parties and all proceeds of that Transaction Security;

"Senior Facilities Agreement"

means a revolving facilities agreement dated 16 December 2021 and made between (amongst others) Vistry Group PLC as the parent and Barclays Bank PLC as the facility agent as the same may be further amended, supplemented, novated, restated, replaced or refinanced from time to time

"Services"

has the meaning given to that term in the Agreement

"Service Systems"

has the meaning given to that term in the Agreement

"Site"

the freehold property known as Parcel 1 Pickford Gate, Eastern Green, Coventry being part of the land registered at HM Land Registry under the Title Numbers and being all of the land comprised in a Transfer of even date and made between the Owners as seller and the Chargor as buyer as shown edged red on the plan annexed to this Deed at **Annexure 1**.

"Statutory Agreement"

has the meaning given to that term in the

Agreement

"Title Numbers"

WM705548, MM31390 and WK150371

"Transaction Security"

means any Security created under this Deed

"Warranties"

the warranties given by the Chargor to the Security Agent under **clause 11**

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 Security Agent or the Receiver are references to the respective powers, discretions and rights given to the Security Agent or a Receiver under this Legal Charge, the 1925 Act, the Insolvency Act or otherwise given to or exercisable by the Security Agent 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 a Secured Party and all costs, damages, expenses, liabilities and losses incurred by such Secured Party;

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.

2. CHARGE

2.1 Covenant to pay

The Chargor covenants with the Security Agent to pay or discharge the Secured Liabilities in accordance with the terms of the Agreement.

2.2 Covenant to pay interest

2.2.1 The Chargor shall pay to the Security Agent (for the Secured Parties) interest on the Secured Liabilities (or that part then remaining owing and due) at the Interest Rate from the Due Date until full payment of the Secured Liabilities is made (whether before or after judgment, liquidation, winding-up or administration of the Chargor).

2.2.2 Any interest accruing under this clause 2.2 shall be payable by the Chargor within 10 Business Days of demand by the Security Agent.

2.2.3 If interest arising on an overdue amount is unpaid, it will be compounded with the overdue amount daily but will remain immediately due and payable.

2.3 Legal mortgage

The Chargor with limited title guarantee and as a continuing security for the payment of all Secured Liabilities charges the Property to the Security Agent by way of first legal mortgage.

2.4 Continuing security

Subject to Clause 2.5 (*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 only part of Deferred Purchase Price A or Deferred Purchase Price B.

2.5 Release

2.5.1 The Chargor will not, without the Security Agent's prior written consent,

dispose of the Property or any part thereof that this subject to this Legal Charge except where it is an Excluded Disposition.

- 2.5.2 When the Chargor intends to make an Excluded Disposition of the Property which will constitute a Disposal of the relevant part of the Property, the Security Agent will, at the request and cost of the Chargor, provide to the Chargor within 10 Business Days of request appropriate documentation to Release from this Legal Charge the subject matter of such Excluded Disposition.
- 2.5.3 When the Chargor intends to make an Excluded Disposition of the Property which will not constitute a Disposal of the relevant part of the Property, the Security Agent will, at the request and cost of the Chargor, provide to the Chargor within 10 Business Days of request appropriate documentation to consent to such Excluded Disposition for the purposes of this Legal Charge.
- 2.5.4 On the date of receipt of Deferred Purchase Price A the Security Agent will give to the Chargor's Solicitors duly executed Releases in respect of the Relevant Number of Released Dwellinghouses insofar as these were not handed over on the completion of the purchase of the Property pursuant to the Agreement.
- 2.5.5 Once the Chargor has paid the Secured Liabilities, or the balance of it due the Security Agent will promptly, but in any event within 3 Working Days of receipt of such request, at the cost of the Chargor, Release the Property from this Legal Charge.

2.6 **Adjoining Land**

The Chargor grants to the Security Agent and all persons deriving title under the Security Agent for the benefit of the Property:

- 2.6.1 the right to lateral and subjacent support and protection for the Property from the Adjoining Land;
- 2.6.2 the right to the free passage and running of Services in and through the Service Systems now constructed or at any time to be constructed on through or under the Adjoining Land provided that the Chargor may vary the route of such Service Systems at any time without notice to the Security Agent (provided that in varying the route there is no interruption to the running and passage of the Services and further provided that such alternative route is no less commodious and of no lesser specification or standard) and in such circumstances the right of passage and running shall apply to the Service Systems as varied and the exercise of the rights shall not be materially and unreasonably

prejudiced by such variation;

- 2.6.3 the right to lay new Service Systems in the Roadways and the right to connect into the Service Systems now constructed or at any time to be constructed on through or under the Adjoining Land and to connect to any road to be laid on the Adjoining Land;
- 2.6.4 the right (with or without surveyors, agents, workmen, machinery and materials) to enter and for so long as is reasonably necessary remain on so much of the unbuilt parts of the Adjoining Land as is reasonably necessary for the purpose of:
 - 2.6.4.1 exercising its right contained in clauses 2.6.2 and 2.6.3 hereof and thereafter inspecting, cleansing, maintaining, altering, testing, replacing, repairing and renewing such Service Systems;
 - 2.6.4.2 constructing a road on the Property and/or the Adjoining Land and to connect the same to the Roadways on the Adjoining Land;
- 2.6.5 the right to pass and repass at all times and for all purposes to and from the Property over the Roadways such passage and re-passage to be with or without motor and other vehicles (and in the case of footpaths on foot only) provided that the Chargor may upgrade the Roadways at any time without notice to the Security Agent provided that there is no interruption to the right of way and further provided that any such upgraded Roadway is of no lesser specification or standard (unless otherwise required by the relevant authority) and in such circumstances the right of passage and re-passage shall apply to the Roadway as upgraded and the exercise of the rights shall not be materially and unreasonably prejudiced by such upgrade;
- 2.6.6 until the Roadways are constructed the right to pass and repass at all times and for all purposes to and from the Property over the Adjoining Land to obtain access to the public adopted highway and to enter on to such parts of the Adjoining Land with or without workmen plant and machinery as is necessary to construct and complete such Roadways (and any Service Systems under them) as are necessary between the Property and the public adopted highway.

2.7 Land Registry restrictions

- 2.7.1 The Chargor consents to and shall apply to the Land Registry to enter a restriction in the following terms on the Proprietorship Register of the title relating to the Property:

*"No disposition of the registered estate by the proprietor of the registered estate, is to be registered without either a written consent signed by the proprietor for the time being of the charge **dated 4***

***April 2023** in favour of Hallam Land Management Limited, Sarah Jane Cash and Sarah Jane Hogg (as Security Agent) referred to in the charges register or their conveyancer or without a certificate signed by a conveyancer that the provisions of clause 6.1 have been complied with. (Standard Form P)*

2.7.2 For the avoidance of doubt, the parties acknowledge that the restriction referred to in clause 2.7.1 is not intended to carry forward to the title of any Excluded Disposition and the Chargor shall be entitled to provide a Form RX4 in respect of each Excluded Disposition to ensure that this intention is achieved.

2.7.3 The Security Agent consents to the Chargor applying to the Land Registry to enter a restriction in the following terms on the Charges Register of the title relating to the Property:

*"No disposition of the registered estate by the proprietor for the time being of the charge **dated 4 April 2023** in favour of Hallam Land Management Limited, Sarah Jane Cash and Sarah Jane Hogg (as Security Agent) referred to in the charges register, is to be registered without either a written consent signed by the proprietor for the time being of the registered estate or their conveyancer or without a certificate signed by a conveyancer that the provisions of clause 3.2 have been complied with. (Standard Form P)*

3. **PLANNING AND INFRASTRUCTURE AGREEMENTS AND EASEMENTS**

3.1 At the reasonable request of the Chargor, the Security Agent agrees to join, in a capacity as chargee only, as party to any planning and infrastructure agreements relating to the development of the Property and the Security Agent shall Release from this Legal Charge such parts of the Property as are required to procure the adoption, dedication or transfer of any land required under any planning or infrastructure agreement, SUBJECT ALWAYS to:-

3.1.1 not being bound by any development or financial obligations contained therein, save in the event of the Security Agent entering the Property as mortgagee in possession;

3.1.2 the Chargor being responsible for the Security Agent's reasonable and proper legal costs in connection with any such agreement

3.2 On any sale of the Property or any part of it by the Security Agent pursuant to the powers conferred by this Legal Charge, the Security Agent will grant all

rights referred to in clause 2.6 and (as appropriate) such other rights, reservations, easements and covenants as are reasonably requested to be granted or reserved for the continued use and development of the Adjoining Land or any part thereof.

4. POWER OF ATTORNEY

The Security Agent hereby grants to the Chargor a Power of Attorney to sign on its behalf, in circumstances where the Security Agent is incapacitated or fails to respond to a request from the Chargor within ten Business Days:-

- 4.1 a Release sought under clause 2.5 of this Legal Charge (including a replacement release where the parties comprising the Security Agent cease to be a signatory for the Security Agent); and/or
- 4.2 a Release sought from the restriction at clause 2.7 of this Legal Charge; and/or
- 4.3 any planning and infrastructure agreements which the Security Agent is obliged to join as a party in accordance with clause 3 of this Legal Charge.

5. RIGHTS OF THIRD PARTIES

- 5.1 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.

6. COVENANTS

6.1 Restriction on further security

The Chargor shall not create, extend, or permit to subsist, any Security over any of the Property (or purport to do so), save for the Security Agreement; nor may it, other than by way of an Excluded Disposition, without the prior consent of the Security Agent, (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).

6.2 Enforcement of Rights

The Chargor shall use its reasonable endeavours to:

- 6.2.1 procure the prompt observance and performance by the relevant counterparty to any material agreement or arrangement with the Chargor and forming part of the Property of the covenants and other

obligations imposed on such counterparty; and

6.2.2 enforce any rights and institute, continue or defend any material proceedings relating to any of the Property which the Security Agent may reasonably require from time to time.

6.3 Further Assurance

Solely for the perfecting, protecting or facilitating the realisation of its Security over the Property, the Chargor, 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 Security Agent may reasonably require) in favour of the Security Agent as the Security Agent, (acting reasonably), requires from time to time over all or any part of the Property and give all notices, orders and directions which the Security Agent may reasonably require.

6.4 No Restrictive Obligations

Other than by way of an Excluded Disposition, the Chargor shall not, without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed), 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.

6.5 Statutory requirements

The Chargor 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 or maintain the Property.

6.6 Costs and expenses

The Chargor is to pay within seven Business Days of demand to the Security Agent or the Receiver all costs and expenses which may be reasonably incurred by either of them in connection with negotiating, preserving, perfecting, enforcing or seeking to preserve or enforce this Legal Charge or their respective rights and powers (save that enforcement costs need not be incurred reasonably).

6.7 Not jeopardise Security

The Chargor 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 Security Agent of the Security created by this Legal Charge or the priority of its ranking as expressed in this Deed.

7. ENFORCEMENT

7.1 Consolidation of mortgages

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

7.2 Power of leasing

The restriction on the powers of the Security Agent 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 Security Agent 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 Chargor, 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 Chargor, 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 Security Agent or Receiver thinks fit.

7.3 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 7.

7.4 Exercise of power of sale

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

7.5 Privileges

Each Receiver and the Security Agent is entitled to all the rights, powers and privileges and immunities conferred by the 1925 Act on mortgagees and receivers

7.6 Event of default

This Legal Charge will become immediately enforceable and the powers of the Security Agent and the Receiver exercisable following the occurrence of any of the following events as long as they have not been remedied by the Chargor (if they are capable of remedy) or waived in writing by the Security Agent:

- 7.6.1 the Chargor does not pay Deferred Purchase Price A or Deferred Purchase Price B within 10 Business Days of the relevant Due Date;
- 7.6.2 the Chargor:
 - 7.6.2.1 is unable or admits inability to pay its debts as they fall due; or
 - 7.6.2.2 is deemed to, or is declared to, be unable to pay its debts under applicable law;
- 7.6.3 the value of the assets of the Chargor is less than its liabilities (taking into account contingent and prospective liabilities);
- 7.6.4 a moratorium is declared in respect of any indebtedness of the Chargor. If a moratorium occurs, the ending of the moratorium will remedy any Event of Default caused by that moratorium;
- 7.6.5 the Chargor is removed from the Register of Companies;
- 7.6.6 any corporate action, legal proceedings or other procedure or step is taken in relation to:
 - 7.6.6.1 the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor;
 - 7.6.6.2 a composition, compromise, assignment or arrangement with any creditor of the Chargor;
 - 7.6.6.3 the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets;
 - 7.6.6.4 enforcement of any Security over the Property; or
 - 7.6.6.5 any analogous procedure or step is taken in any jurisdiction;
- 7.6.7 any Security on or over the assets of the Chargor or the Property becomes enforceable and a receiver manager or similar person is appointed to enforce that Security which involves taking possession of the Property;
- 7.6.8 where the Chargor is a company, a voluntary arrangement is made in

respect of the Chargor under Part I Insolvency Act.

7.7 Enforcement of Security

After the Security constituted by this Legal Charge has become enforceable, the Security Agent 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.

7.8 No liability as mortgagee in possession

Neither the Security Agent, 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.

7.9 Relinquishing possession

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

7.10 Security Agent

Each of Hallam and the Owner appoints the Security Agent to act as its security agent for the purposes of the security created by this Deed in the manner and on the terms set out in the Schedule to this Deed.

7.11 Security Agent's powers

The power of sale and the other powers conferred by the 1925 Act or otherwise are extended and varied to authorise the Security Agent at its absolute discretion to, after the security constituted by this Legal Charge has become enforceable:-

7.11.1 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.

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

reimbursed by the Chargor to the Security Agent;

In remedying any breach in accordance with this clause 7.11.2 the Security Agent, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Security Agent may reasonably consider necessary including, without limitation, carrying out any repairs, other works or development.

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

7.11.3 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 Chargor) 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 Chargor for the Secured Liabilities.

8. APPOINTMENT OF RECEIVERS

8.1 Powers under this Legal Charge

The powers under this Legal Charge shall be in addition to all statutory and other powers of the Security Agent 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.

8.2 Appointment of Receivers

At any time after the Security constituted by this Legal Charge has become enforceable, the Security Agent 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 Security Agent despite any prior appointment in respect of all or part of the Property.

8.3 Joint and several powers

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

8.4 Additional or alternative receivers

The Security Agent may remove the Receiver and appoint another Receiver and

the Security Agent may also appoint an alternative or additional Receiver.

8.5 Agent of the Chargor

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

8.6 Scope of Receiver's Powers

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

8.7 Chargor's liability

The Chargor 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.

8.8 Liability for default

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

8.9 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 Chargor.

8.10 Receiver's remuneration

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

8.11 General powers of a Receiver

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

8.11.1 to do or omit to do anything which the Chargor could do or omit to do in relation to the Property; and

8.11.2 to exercise all or any of the powers conferred on the Receiver or the Security Agent 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).

- 8.11.3 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;
- 8.11.4 in connection with the exercise of the Receiver's powers, provide services in relation to the Property and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers in relation to the Property 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 in relation to the Property by the Chargor.
- 8.11.5 to exercise or revoke any VAT option to tax in relation to the Property as he thinks fit.
- 8.11.6 to charge and receive such sum in relation to the Property by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Security Agent may prescribe or agree with him.
- 8.11.7 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.
- 8.11.8 to sever and sell separately any fixtures or fittings from the Property without the consent of the Chargor.
- 8.11.9 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.
- 8.11.10 to make any arrangement, settlement or compromise between the Chargor and any other person in relation to the Property as he thinks fit.
- 8.11.11 to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Property as he thinks fit.
- 8.11.12 to effect with any insurer any policy of insurance in relation to the Property either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargor under this Legal Charge if the Receiver thinks fit.

8.11.13 to for any of the purposes authorised by this clause, raise money by borrowing from the Secured Agent (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 Security Agent consents, terms under which such security ranks in priority to this Legal Charge).

8.11.14 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 Chargor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver; and

8.11.15 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 Chargor in respect of the Property and/or Legal Charge.

8.12 Delegation

Each of the Security Agent 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 Security Agent or any Receiver shall think fit. Neither the Security Agent nor any Receiver shall be in any way liable or responsible to the Chargor 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.

8.13 Specific powers of a Receiver

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

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

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

8.13.3 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

8.13.4 to grant any Lease and to accept or agree to accept surrenders of

Leases in relation to the Property in such circumstances and for such purposes and upon such terms as the Receiver may think fit.

8.14 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 8**.

9. DISTRIBUTIONS

Subject to section 176A Insolvency Act, all monies received by the Security Agent 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:

- 9.1.1 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;
- 9.1.2 the remuneration of the Receiver;
- 9.1.3 the Secured Liabilities in such order as the Security Agent may determine; and
- 9.1.4 the claims of those entitled to any surplus.

9.2 Appropriation

Neither the Security Agent, 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

10. PURCHASER

A purchaser from, tenant or other person dealing with the Security Agent 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.

11. WARRANTIES

11.1 The Chargor warrants to the Security Agent on the date of this Deed that:

- 11.1.1 neither the execution of this Legal Charge by the Chargor nor compliance with its terms will:

- 11.1.1.1 conflict with or result in any breach of any law or enactment or any deed, agreement or other obligation or duty to which the Chargor is bound in any material respect; or
- 11.1.1.2 cause any limitation on any of the powers of the Chargor or on the right or ability of the directors of the Chargor to exercise those powers to be exceeded;
- 11.1.2 all consents required by the Chargor for the execution, delivery, issue, validity or enforceability of this Legal Charge have been obtained and have not been withdrawn;
- 11.1.3 no person having any charge or other form of security over the Property or any other assets of the Chargor has enforced or given notice of its intention to enforce such security;
- 11.1.4 no Event of Default has occurred, is continuing or will occur as a result of the entry into this Deed;
- 11.1.5 the Chargor has the power to grant Security and to enter into and perform and comply with all its obligations under this Deed;
- 11.1.6 the Chargor is the sole legal and beneficial owner of the Property free from Security (other than those created by or permitted pursuant to this Deed).

12. EXCLUSION OF LIABILITY AND MISCELLANEOUS

12.1 Liability for loss and damage

- 12.1.1 The Security Agent and the Receiver will not be liable to the Chargor for any loss or damage incurred by the Chargor 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.
- 12.1.2 The Chargor may not take any proceedings against any officer, employee or agent of the Security Agent or the Receiver in respect of any claim it might have against the Security Agent 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.

12.2 Chargor's indemnity

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

exercise those powers.

12.3 **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 Security Agent discharges this Legal Charge in writing.

12.4 **Rights cumulative**

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

12.5 **Further exercise of rights**

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

12.6 **Delay**

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

12.7 **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.

12.8 **Consolidation**

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

12.9 **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.

12.10 **Third party rights**

12.10.1 Unless expressly provided to the contrary in Agreement or this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Deed.

12.10.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

12.10.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 12.10.1 above and the provisions of the Third Parties Act.

13. **POWERS**

13.1 **Execution of documents**

The Receiver will have power, either in the name of the Chargor 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.

14. **NOTICES**

14.1 **Form of notices**

Any notice served under this Legal Charge is to be:

14.1.1 in writing;

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

14.1.3 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.

14.2 **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.

14.3 **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;

14.3.1 if delivered by hand, at the time of delivery;

14.3.2 if sent by post, on the second working day after posting

15. Limitation of Liability

15.1 References to liability in this clause 15 include every kind of liability arising under or in connection with this Legal Charge including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

15.2 The parties acknowledge that where the Owners hold the Property as trustee of a trust then notwithstanding any provision herein the liability of the Owners shall not be personal in any respect and shall be limited to the net value after all trust liabilities and expenses including taxation of the assets in the hands of the Owners as trustees on behalf of the beneficiaries under the relevant trust at the point in time any claim is made and not further or otherwise.

15.3 It is further expressly agreed and declared that each of the parties comprising the Owners and their successor trustees from time to time of the relevant trust shall not have any continuing liability under this Legal Charge following their retirement as a trustee of the relevant trust.

15.4 Nothing in this clause limits any liability which cannot legally be limited, including liability for death or personal injury caused by negligence or fraud or fraudulent misrepresentation.

16. LAW AND JURISDICTION

16.1 Governing law

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

16.2 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 Security Agent who retains the right to sue the Chargor and enforce any judgment against the Chargor in the courts of any competent jurisdiction.

17. EXECUTION

The Security Agent and the Chargor have executed this Legal Charge as a deed and it is delivered on the date of this Deed.

THE SCHEDULE – SECURITY TRUST PROVISIONS

1 ROLE OF THE SECURITY AGENT

1.1 Trust

- a) The Security Agent declares that it shall hold the Security Assets on trust for the Secured Parties on the terms contained in this Schedule.
- b) Each of the parties to this Deed agrees that the Security Agent shall have only those duties, obligations and responsibilities expressly specified in this Schedule (and no others shall be implied).

1.2 No independent power

The Secured Parties shall not have any independent power to enforce, or have recourse to, the Transaction Security or to exercise any rights or powers arising under this Deed except through the Security Agent.

1.3 Instructions to Security Agent and exercise of discretion

- a) Subject to paragraph 1.3d) below, the Security Agent shall act in accordance with any instructions given to it by the Majority Secured Parties or, if so instructed by the Majority Secured Parties, refrain from exercising any right, power, authority or discretion vested in it as Security Agent and shall be entitled to assume that (i) any instructions received by it from the Majority Secured Parties are duly given in accordance with the terms of this Deed and (ii) unless it has received actual notice of revocation, that those instructions or directions have not been revoked.
- b) The Security Agent shall be entitled to request instructions, or clarification of any direction, from the Majority Secured Parties as to whether, and in what manner, it should exercise or refrain from exercising any rights, powers, authorities and discretions and the Security Agent may refrain from acting unless and until those instructions or clarification are received by it.
- c) Save as provided in paragraph 3 of this Schedule (*Enforcement of Security*), any instructions given to the Security Agent by the Majority Secured Parties shall override any conflicting instructions given by any other Parties.
- d) Paragraph 1.3a) above shall not apply:
 - (A) where a contrary indication appears in this Schedule;
 - (B) where this Deed requires the Security Agent to act in a specified manner or to take a specified action;
 - (C) in respect of any provision which protects the Security Agent's own position in its personal capacity as opposed to its role of Security Agent for the Secured Parties including, without limitation, the provisions set out in paragraphs 1.5 of this Schedule (*Security Agent's discretions*) to paragraph 1.19 of this Schedule (*Disapplication*); or

- (D) in respect of the exercise of the Security Agent's discretion to exercise a right, power or authority under any of:
 - (i) paragraph 2.1 of this Schedule (*Order of application*);
 - (ii) paragraph 2.2 of this Schedule (*Prospective liabilities*); and
 - (iii) paragraph 2.4 of this Schedule (*Permitted Deductions*).
- (E) In exercising any discretion to exercise a right, power or authority under this Schedule where either:
 - (i) it has not received any instructions from the Majority Secured Parties as to the exercise of that discretion; or
 - (ii) the exercise of that discretion is subject to paragraph (d)(iv) above,

the Security Agent shall do so having regard to the interests of all the Secured Parties.

1.4 **Security Agent's Actions**

Without prejudice to the provisions of paragraph 3 of this Schedule (*Enforcement of Security*) and paragraph 1.3 of this Schedule (*Instructions to Security Agent and exercise of discretion*), the Security Agent may (but shall not be obliged to), in the absence of any instructions to the contrary, take such action in the exercise of any of its powers and duties under this Deed as it considers in its discretion to be appropriate.

1.5 **Security Agent's discretions**

The Security Agent may:

- a) assume (unless it has received actual notice to the contrary) that (i) no Event of Default has occurred and (ii) any right, power, authority or discretion vested by this Deed in any person has not been exercised;
- b) if it receives any instructions or directions under paragraph 3 of this Schedule (*Enforcement of Security*) to take any action in relation to the Transaction Security, assume that all applicable conditions under this Deed for taking that action have been satisfied;
- c) engage, pay for and rely on the advice or services of any legal advisers, accountants, tax advisers, surveyors or other experts (whether obtained by the Security Agent or by any other Secured Party) whose advice or services may at any time seem necessary, expedient or desirable;
- d) rely upon any communication or document believed by it to be genuine and, as to any matters of fact which might reasonably be expected to be within

the knowledge of a Secured Party or the Chargor, upon a certificate signed by or on behalf of that person; and

- e) refrain from acting in accordance with the instructions of any Party (including bringing any legal action or proceeding arising out of or in connection with the Agreement or this Deed) until it has received any indemnification and/or security that it may in its discretion require (whether by way of payment in advance or otherwise) for all costs, losses and liabilities which it may incur in so acting.

1.6 **Security Agent's obligations**

The Security Agent shall promptly:

- a) copy to the Secured Parties the contents of any notice or document received by it from the Chargor under the Agreement or this Deed;
- b) forward to a Party the original or a copy of any document which is delivered to the Security Agent for that Party by any other Party provided that, except where the Agreement or this Deed expressly provides otherwise, the Security Agent is not obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party; and
- c) inform the Secured Parties of the occurrence of any Event of Default of which the Security Agent has received notice from any other party to this Deed.

1.7 **Excluded obligations**

Notwithstanding anything to the contrary expressed or implied in this Deed, the Security Agent shall not:

- a) be bound to enquire as to (i) whether or not any Event of Default has occurred or (ii) the performance, default or any breach by the Chargor of its obligations under the Agreement or this Deed;
- b) be bound to account to any other Party for any sum or the profit element of any sum received by it for its own account;
- c) be bound to disclose to any other person (including but not limited to any Secured Party) (i) any confidential information or (ii) any other information if disclosure would, or might in its reasonable opinion, constitute a breach of any law or be a breach of fiduciary duty; or
- d) have or be deemed to have any relationship of trust or agency with the Chargor.

1.8 **Exclusion of liability**

Without prejudice to any provisions of the Agreement that conflict or may conflict with this paragraph 1.8, none of the Security Agent when acting in its capacity as such, any Receiver nor any Delegate shall accept responsibility or be liable for:

- a) any losses to any person or any liability arising as a result of taking or refraining from taking any action in relation to the Agreement, this Deed, the Security Property or otherwise, whether in accordance with an instruction from the Majority Secured Parties or otherwise unless directly caused by its gross negligence or wilful misconduct;
- b) the exercise of, or the failure to exercise, any judgment, discretion or power given to it by or in connection with the Agreement, this Deed, the Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, the Agreement, this Deed or the Security Property; or
- c) any shortfall which arises on the enforcement or realisation of the Security Property.

1.9 **No proceedings**

No Party (other than the Security Agent, that Receiver or that Delegate) may take any proceedings against any officer, employee or agent of the Security Agent, a Receiver or a Delegate in respect of any claim it might have against the Security Agent, a Receiver or a Delegate or in respect of any act or omission of any kind by that officer, employee or agent in relation to the Agreement, this Deed or any Security Property and any officer, employee or agent of the Security Agent, a Receiver or a Delegate may rely on this paragraph subject to Clause 12.10 (*Third Party Rights*) of this Deed and the provisions of the Third Parties Act.

1.10 **Own responsibility**

Without affecting the responsibility of the Chargor for information supplied by it or on its behalf in connection with the Agreement or this Deed, each Secured Party confirms to the Security Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with the Agreement or this Deed including but not limited to:

- a) the financial condition, status and nature of the Chargor;
- a) the legality, validity, effectiveness, adequacy and enforceability of the Agreement, this Deed, the Security Property and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with the Agreement, this Deed or the Security Property;
- b) whether that Secured Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with the Agreement, this Deed, the Security Property, the transactions contemplated by the Agreement or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with the Agreement, this Deed or the Security Property;
- c) the adequacy, accuracy and/or completeness of any information provided by the Security Agent or by any other person under or in connection with the Agreement or this Deed, the transactions contemplated by the Agreement,

this Deed or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with the Agreement or this Deed; and

- d) the right or title of any person in or to, or the value or sufficiency of any part of the Property, the priority of any of the Transaction Security or the existence of any Security affecting the Property,

and each Secured Party warrants to the Security Agent that it has not relied on and will not at any time rely on the Security Agent in respect of any of these matters.

1.11 **No responsibility to perfect Transaction Security**

The Security Agent shall not be liable for any failure to:

- a) require the deposit with it of any deed or document certifying, representing or constituting the title of the Chargor to the Property;
- b) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of the Agreement or this Deed or the Transaction Security;
- c) register, file or record or otherwise protect any of the Security (or the priority of any of the Security) under any applicable laws in any jurisdiction or to give notice to any person of the execution of this Deed or the Transaction Security;
- d) take, or to require the Chargor to take, any steps to perfect its title to any of the Property or to render the Transaction Security effective or to secure the creation of any ancillary Security under the laws of any jurisdiction; or
- e) require any further assurances in relation to any of the Transaction Security.

1.12 **Insurance by Security Agent**

- a) The Security Agent shall not be under any obligation to insure any of the Property, to require any other person to maintain any insurance or to verify any obligation to arrange or maintain insurance contained in the Agreement or this Deed. The Security Agent shall not be responsible for any loss which may be suffered by any person as a result of the lack of or inadequacy of any such insurance.
- b) Where the Security Agent is named on any insurance policy as an insured party, it shall not be responsible for any loss which may be suffered by reason of, directly or indirectly, its failure to notify the insurers of any material fact relating to the risk assumed by such insurers or any other information of any kind, unless the Majority Secured Parties shall have requested it to do so in writing and the Security Agent shall have failed to do so within fourteen days after receipt of that request.

1.13 **Custodians and nominees**

The Security Agent may appoint and pay any person to act as a custodian or nominee on any terms in relation to any assets of the trust as the Security Agent may determine, including for the purpose of depositing with a custodian any document relating to the trust created under this Schedule and the Security Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it under this Schedule or be bound to supervise the proceedings or acts of any person.

1.14 Acceptance of title

The Security Agent shall be entitled to accept without enquiry, and shall not be obliged to investigate, any right and title that the Chargor may have to any of the Property and shall not be liable for or bound to require the Chargor to remedy any defect in its right or title.

1.15 Refrain from illegality

Notwithstanding anything to the contrary expressed or implied in the Agreement or this Deed, the Security Agent may refrain from doing anything which in its opinion will or may be contrary to any relevant law, directive or regulation of any jurisdiction and the Security Agent may do anything which is, in its opinion, necessary to comply with any such law, directive or regulation.

1.16 Business with the Chargor

The Security Agent may engage in any kind of business with the Chargor as it sees fit.

1.17 Winding up of trust

If all of the Secured Liabilities have been fully and finally discharged:

- a) the trusts set out in this Schedule shall be wound up and the Security Agent shall release, without recourse or warranty, all of the Transaction Security and the rights of the Security Agent under this Deed; and
- b) any Retiring Security Agent shall release, without recourse or warranty, all of its rights under this Deed.

1.18 Powers supplemental

The rights, powers and discretions conferred upon the Security Agent by this Schedule shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Security Agent by general law or otherwise.

1.19 Disapplication

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Schedule. Where there are any inconsistencies between the Trustee Act 1925 or the Trustee Act 2000 and the provisions of this Schedule, the provisions of this Schedule shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Schedule shall constitute a restriction or exclusion for the purposes of that Act.

1.20 **Perpetuity Period**

The perpetuity period applicable to the trusts created by this Schedule is 125 years.

2. **APPLICATION OF PROCEEDS**

2.1 **Order of application**

Subject to paragraph 2.2 (Prospective liabilities), all amounts from time to time received or recovered by the Security Agent pursuant to the terms of the Agreement or in connection with the realisation or enforcement of all or any part of the Transaction Security (for the purposes of this paragraph 2, the "**Recoveries**") shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this paragraph 2 (Application of Proceeds)), in the following order of priority:

- a) in discharging any sums owing to the Security Agent, any Receiver or any Delegate;
- b) in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of any Transaction Security taken in accordance with the terms of this Deed or any action taken at the request of the Security Agent;
- c) the balance, if any, in payment to the Chargor.

2.2 **Prospective liabilities**

The Security Agent may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) for later application under paragraph 2.1 of this Schedule (Order of Application) in respect of:

- a) any sum to any Security Agent, any Receiver or any Delegate; and
- b) any part of the Secured Liabilities,

that the Security Agent reasonably considers, in each case, might become due or owing at any time in the future.

2.3 **Investment of proceeds**

Prior to the application of the proceeds of the Security Property in accordance with paragraph 2.1 of this Schedule (Order of Application) the Security Agent may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those monies in the Security Agent's discretion in accordance with the provisions of this paragraph 2 of this Schedule.

2.4 **Permitted Deductions**

The Security Agent shall be entitled, in its discretion, (a) to set aside by way of reserve amounts required to meet and (b) to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Schedule, and to pay all taxes which may be assessed against it in respect of any of the Property, or as a consequence of performing its duties, or by virtue of its capacity as Security Agent under this Deed or otherwise (other than in connection with its remuneration for performing its duties under this Schedule).

3. **ENFORCEMENT OF SECURITY**

3.1 **Enforcement Instructions**

- (a) The Security Agent may refrain from enforcing the Transaction Security unless instructed otherwise by the Majority Secured Parties.
- (b) Subject to the Transaction Security having become enforceable in accordance with its terms the Majority Secured Parties may give or refrain from giving instructions to the Security Agent to enforce or refrain from enforcing the Transaction Security as they see fit.
- (c) The Security Agent is entitled to rely on and comply with instructions given in accordance with this paragraph 3 of this Schedule (Enforcement Instructions).

3.2 **Manner of enforcement**

If the Transaction Security is being enforced pursuant to paragraph 3.1 of this Schedule (Enforcement Instructions), the Security Agent shall enforce the Transaction Security in such manner as the Majority Secured Parties shall instruct, or, in the absence of any such instructions, as the Security Agent sees fit.

3.3 **Waiver of rights**

To the extent permitted under applicable law and subject to paragraph 3.1 of this Schedule (Enforcement Instructions), paragraph 3.2 of this Schedule (Manner of enforcement) and paragraph 2 of this Schedule (Application of Proceeds), each of the Secured Parties and the Chargor waives all rights it may otherwise have to require that the Transaction Security be enforced in any particular order or manner or at any particular time or that any sum received or recovered from any person, or by virtue of the enforcement of any of the Transaction Security or of any other security interest, which is capable of being applied in or towards discharge of any of the Secured Liabilities is so applied.

3.4 **Duties owed**

Neither the Security Agent nor any other Secured Party is responsible to the Chargor for any enforcement or failure to enforce or maximise the proceeds of enforcement of any Transaction Security.

3.5 **Delegation**

- a) Each of the Security Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it in its capacity as such by this Deed.

- a) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such Delegate or sub delegate.

4. **INDEMNITIES**

4.1 **Priority of indemnity**

The Security Agent and every Receiver and Delegate may, in priority to any payment to the Secured Parties, indemnify itself out of the Security Assets in respect of, and pay and retain, all sums necessary to give effect to the indemnity in Clause 12.2 (*Chargor's Indemnity*) of this Deed and shall have a lien on the Transaction Security and the proceeds of the enforcement of the Transaction Security for all moneys payable to it.

4.2 **Secured Parties' indemnity**

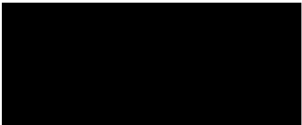
Each Secured Party shall (in the proportion that the Secured Liabilities due to it bears to the aggregate of the Secured Liabilities due to all the Secured Parties for the time being (or, if the Secured Liabilities due to each of those Secured Parties is zero, immediately prior to their being reduced to zero)), indemnify the Security Agent and every Receiver and every Delegate, within three Business Days of demand, against any cost, loss or liability incurred by any of them (otherwise than by reason of the relevant Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct) in acting as Security Agent, Receiver or Delegate under this Deed (unless the relevant Security Agent, Receiver or Delegate has been reimbursed by the Chargor pursuant to this Deed).

THE CHARGOR

Executed as a deed by **COUNTRYSIDE
PROPERTIES (UK) LIMITED** acting by its attorneys
.....**Phil McHugh**..... (name) and
.....**Adam Daniels**..... (name)
under a power of attorney dated 11 November 2022
in the presence of:



.....
SIGNATURE OF ATTORNEY

Witness signature:  **Vickie Hulse**

Name:

Address:

Occupation: **Personal Assistant**



.....
SIGNATURE OF ATTORNEY

Witness signature:  **Rosezara Mehmet-Ali**

Name:

Address: **Rosezara Mehmet-Ali**

Occupation: **Personal Assistant**

THE OWNERS

SIGNED as a deed by
ELIZABETH JANE BOSTOCK

Signature

in the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Occupation: _____

SIGNED as a deed by
SARAH JANE CASH

Signature

in the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Occupation: _____

SIGNED as a **DEED** by **PHILIP CRINION**)
acting by his attorney **CHRISTOPHER DEREK**)
FINDLEY under a power of attorney dated)
8 November 2022 in the presence of:)

.....
PHILIP CRINION by his attorney
CHRISTOPHER DEREK FINDLEY

Witness signature: _____
Witness name: _____
Witness address: _____
Occupation: _____

SIGNED as a **DEED** by **SARAH JANE**)
HOGG acting by her attorney.....)
..... under a power of)
attorney dated in the)
presence of:

.....
SARAH JANE HOGG by her attorney
.....

Witness signature: _____
Witness name: _____
Witness address: _____
Occupation: _____

SIGNED as a deed by
SARAH JANE HOGG

Signature

in the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Occupation: _____

SECURITY AGENT

EXECUTED as a DEED by
HALLAM LAND MANAGEMENT LIMITED
acting by:

Director:

In the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Signed as a deed by
[]
as Attorney for **HALLAM
LAND MANAGEMENT LIMITED**
under a Power of Attorney
dated 21 April 2022
in the presence of the
following witness to the above signature:

.....

Signature of witness:

Full name of witness:

Witness address:

SIGNED as a deed by
SARAH JANE CASH

Signature

in the presence of:

Witness signature:_____

Witness name:_____

Witness address:_____

Occupation:_____

SIGNED as a **DEED** by **SARAH JANE**)
HOGG acting by her attorney.....)
..... under a power of)
attorney dated in the)
presence of:

.....
SARAH JANE HOGG by her attorney
.....

Witness signature:_____

Witness name:_____

Witness address:_____

Occupation:_____

SIGNED as a deed by
SARAH JANE HOGG

Signature

in the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Occupation: _____

HALLAM

EXECUTED as a DEED by
HALLAM LAND MANAGEMENT LIMITED
acting by:

Director:

In the presence of:

Witness signature: _____

Witness name: _____

Witness address: _____

Signed as a deed by

[]

as Attorney for **HALLAM**

LAND MANAGEMENT LIMITED

under a Power of Attorney

dated 21 April 2022

in the presence of the

following witness to the above signature:


Signature of witness:

Full name of witness:

Witness address:

ANNEXURE 1
Property Plan





COUNTRYSIDE
Properties

2011 Midland Road, Coventry, CV4 7JF
Tel: 02476 343434
www.countrysideproperties.co.uk

REF: PICKFORD GATE COVENTRY

DATE: 11/03/2011

Drawn by: KP

Scale: 1:2000

Date: MARCH 23

Project: SKM191-LOC

Sheet: E