



Registration of a Charge

Company name: **St. Modwen Developments Limited**

Company number: **00892832**



X5LP88PU

Received for Electronic Filing: **12/12/2016**

Details of Charge

Date of creation: **07/12/2016**

Charge code: **0089 2832 0249**

Persons entitled: **HSBC BANK PLC**

Brief description: **FREEHOLD LAND AND BUILDINGS KNOWN AS 1 - 8 TELEGRAPH HOUSE, 1 - 11 GLENN BUILDINGS, 10,12,14,17-27 (ODD NUMBERS) 18,20 AND 24 MOOR LANE, CROSBY, LIVERPOOL AND LAND AND BUILDINGS KNOWN AS 8A, 8B, 8C MOOR LANE, CROSBY, LIVERPOOL L23 2UE (REGISTERED UNDER T/N MS562730 AND MS274960)**

Contains fixed charge(s).

Contains floating charge(s) .

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: **LUKE ROBINSON, SOLICITOR, DLA PIPER UK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 892832

Charge code: 0089 2832 0249

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th December 2016 and created by St. Modwen Developments Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2016 .

Given at Companies House, Cardiff on 13th December 2016

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



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED
PURSUANT TO s859G OF THE COMPANIES ACT 2006,
THIS IS A TRUE, COMPLETE AND CORRECT COPY
OF THE ORIGINAL INSTRUMENT

DATE

8th December 2016

SIGNED

EXECUTION VERSION

DLA PIPER UK LLP

L. Phipps

DATED 7th December 2016

(1) ST. MODWEN DEVELOPMENTS LIMITED

and

(2) HSBC BANK PLC

THIRD PARTY LEGAL CHARGE

relating to

Freehold land and buildings known as 1
- 8 Telegraph House, 1 - 11 Glenn
Buildings, 10,12,14,17-27 (odd numbers)
18,20 and 24 Moor Lane, Crosby,
Liverpool and land and buildings known
as 8A, 8B, 8C Moor Lane, Crosby,
Liverpool L23 2UE



HSBC Bank plc

CONTENTS

Clause		Page
1.	DEFINITIONS AND INTERPRETATION	1
2.	COVENANT TO PAY	3
3.	NATURE OF SECURITY	4
4.	GRANT OF SECURITY	4
5.	REPRESENTATIONS	7
6.	GENERAL UNDERTAKINGS	9
7.	INSURANCE UNDERTAKINGS	9
8.	PROPERTY UNDERTAKINGS	12
9.	FURTHER ASSURANCE	15
10.	ENFORCEMENT	15
11.	RECEIVER	16
12.	POWERS OF RECEIVER	17
13.	APPROPRIATION OF RECEIPTS	18
14.	SET-OFF	19
15.	CURRENCY CONVERSION	19
16.	NEW ACCOUNT	19
17.	DELEGATION AND APPOINTMENT OF ATTORNEYS	19
18.	REDEMPTION OF PRIOR SECURITY INTERESTS	20
19.	RELEASES	20
20.	CONTINUING SECURITY	21
21.	THIRD PARTY PROTECTION	21
22.	INDEMNITIES	21
23.	CALCULATIONS AND CERTIFICATES	22
24.	PARTIAL INVALIDITY	22
25.	REMEDIES AND WAIVERS	22
26.	AMENDMENTS AND WAIVERS	22
27.	TRANSFER AND CONFIDENTIALITY	22
28.	MANAGEMENT TIME	23

29.	COUNTERPARTS	23
30.	NOTICES	23
31.	GOVERNING LAW	24
32.	ENFORCEMENT	24
SCHEDULE 1		25
	The Property	25
	Registered land	25
	Unregistered land	26
SCHEDULE 2		27
	Form of notice to and acknowledgement by tenant	27
SCHEDULE 3		30
	Form of Notice of Assignment of INSurance	30

THIS DEED is made on

7th December

2016

BETWEEN:

- (1) **ST. MODWEN DEVELOPMENTS LIMITED**, a company incorporated and registered under the laws of England and Wales with registered number 00892832 whose registered office is at Park Point 17 High Street, Longbridge, Birmingham, B31 2UQ (the "**Chargor**"); and
- (2) **HSBC BANK PLC** (the "**Lender**").

IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Deed:

"Affiliate"	means a Subsidiary of a company, a Holding Company of that company or any other Subsidiary of that Holding Company
"Assigned Insurances"	means the Insurances (if any) in relation to the Property (including any renewal, substitution or replacement of such Insurance)
"Authorisations"	means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration
"Borrower"	means St. Modwen Properties PLC, a company incorporated and registered under the laws of England and Wales with registered number 00349201 whose registered office is at Park Point 17 High Street, Longbridge, Birmingham, B31 2UQ
"Hedging Agreement"	means any master agreement, confirmation, schedule or other agreement entered into or to be entered into by the Borrower to which the Lender is the counterparty for the purpose of hedging interest rate liabilities and/or any exchange rate or other risks in relation to all or part of the Secured Liabilities and shall include all trades conducted thereunder
"Holding Company"	has the meaning given in section 1159 of the Companies Act 2006
"Interest Rate"	means the rate of interest payable on any facility secured by the Security
"Insurances"	means any contracts and policies of insurance or assurance taken out by or on behalf of the Chargor or (to the extent of its interest) in which the Chargor has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties
"Land"	has the meaning given to that term in section 205(1) of the Law of Property Act 1925 but for these purposes " Land " excludes heritable property situated in Scotland
"Lease"	means any lease, underlease, tenancy, licence or other right of occupation to which the Property is from time to time subject together with any related guarantee or other security for the performance of the lessee's obligations

- (iii) all easements, servitudes, rights and agreements in respect of that property;
- (iv) all rents from and proceeds of sale of that property; and
- (v) the benefit of all covenants given in respect of that property.

1.2.2 When any provision of this Deed refers to an approval or consent by the Lender that provision shall be construed so as to require that consent or approval to be given in writing.

1.2.3 Where the Chargor includes two or more entities a reference to the Chargor shall mean to each of the entities severally as well as all of the entities jointly.

1.2.4 Where the Chargor is a natural person, references to 'its' and 'it' shall be read and construed as references to 'his' and 'him' or 'her' as applicable.

1.2.5 References to clauses and paragraphs are to be construed, unless otherwise stated, as references to clauses and paragraphs of this Deed.

1.2.6 Clause headings are for ease of reference only and shall not affect the construction of this Deed.

1.2.7 If the Lender reasonably considers that an amount paid by the Chargor under this Deed or the Borrower is capable of being avoided or otherwise set aside on the bankruptcy, liquidation or administration of the Chargor or the Borrower, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.3 Third party rights

Only a Receiver has any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

1.4 Law of Property (Miscellaneous Provisions) Act 1989

The terms of all other documents entered into between the Chargor and the Lender are incorporated in this Deed to the extent required to ensure that any disposition of the Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.5 Delivery

The parties intend this Deed to be delivered on the first date specified on page 1 of this Deed and that this document shall take effect as a deed notwithstanding the fact that the Lender may only execute this document under hand.

2. COVENANT TO PAY

2.1 Covenant to pay

The Chargor shall pay and discharge each of the Secured Liabilities when the same fall due for payment.

2.2 Further advances

This Deed is made to secure any further advances or other facilities but it does not create any obligation on the Lender to make any further advances or make other facilities available.

4.1.3 by way of first fixed charge (insofar as not mortgaged by Clause 4.1.1 or charged by Clause 4.1.2):

- (a) all present and future rents and other sums due to the Chargor under any Lease;
- (b) all plant and machinery and the benefit of all contracts, licences and warranties relating to the same; and

4.1.4 (if the Chargor is a company) by way of floating charge all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or upon the Property and the benefit of all licences, contracts and warranties in connection with the same.

4.2 Security assignments

4.2.1 The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on the irrevocable discharge in full of the Secured Liabilities) all of its present and future right, title and interest in and to:

- (a) (to the extent not mortgaged or charged by Clause 4.1 (*Charges*)) all present and future rents and other sums due to the Chargor under any Lease;
- (b) all Assigned Insurances, claims under the Assigned Insurances and all proceeds of claims under the Assigned Insurances;
- (c) all present and future book debts and other debts, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by the Chargor or due or owing to it in respect of the Property (whether actual or contingent and whether arising under contract or in any other manner whatsoever);
- (d) the benefit of all rights, guarantees, Security Interests and remedies relating to any of the foregoing; and
- (e) all proceeds of any of the foregoing not otherwise assigned under this Clause 4.2.

4.2.2 To the extent that any right referred to in Clause 4.2.1 is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all the Chargor's present and future rights and claims to any proceeds of such rights.

4.3 Notice of Security

4.3.1 The Chargor must give notice of the grant of the Security to:

- (a) each tenant under a Lease, in the form set out in Schedule 2 (*Form of notice to and acknowledgement by tenant*);
- (b) each insurer under any Insurance in which it has an interest in the form set out in Schedule 3 (*Form of notice of assignment of Insurance*)

and it shall use its reasonable endeavours to procure that the recipient of each notice acknowledges it in writing.

4.3.2 A notice pursuant to Clause 4.3.1 must be given:

- (a) immediately in respect of each Lease and insurance policy in existence at the date of this Deed; and

4.8 De-crystallisation of floating charge

Any charge that has crystallised under this Clause may by notice in writing (given at any time by the Lender to the Chargor), be reconverted into a floating charge in relation to the assets or class of assets specified in that notice.

5. REPRESENTATIONS

5.1 General

The Chargor makes the representations and warranties set out in this Clause 5 (*Representations*) to the Lender on the date of this Deed and on each day the Secured Liabilities are outstanding.

5.2 Status

5.2.1 If the Borrower and the Chargor is a company it is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.

5.2.2 It and each of its subsidiaries have the power to own their assets and carry on their respective businesses as they are being conducted.

5.3 Binding obligations

5.3.1 Its obligations in this Deed are legal, valid, binding and enforceable obligations.

5.3.2 The Security Interests which this Deed purports to create are valid and effective and are not liable to be avoided or otherwise set aside on its bankruptcy, liquidation, death or administration.

5.4 Non-conflict with other obligations

The entry into and performance by the Chargor of its obligations under this Deed and the granting of the Security do not and will not conflict with:

5.4.1 any law or regulation applicable to it;

5.4.2 (if the Chargor is not an individual) its constitutional documents; or

5.4.3 any agreement or instrument binding upon the Chargor or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

5.5 Power and authority

5.5.1 The Chargor has the power to enter into, perform and deliver, and have taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the grant of the Security.

5.5.2 No limit on the Chargor's powers will be exceeded as a result of the grant of the Security.

5.6 Validity and admissibility in evidence

5.6.1 All Authorisations required or desirable to enable it lawfully to enter into, and comply with its obligations under this Deed and to grant the Security have been obtained or effected and are in full force and effect.

5.6.2 All Authorisations necessary for the conduct of its business, trade and ordinary activities have been obtained or effected and are in full force and effect.

6. GENERAL UNDERTAKINGS

6.1 Negative pledge

The Chargor shall not create or permit to subsist any Security Interest over the Security Assets without the consent of the Lender.

6.2 No disposals

Unless the Lender consents, the Chargor shall not make any disposal of any Security Assets even if the disposal is involuntary.

6.3 Covenants and payments

The Chargor must:

- 6.3.1 observe and perform all covenants and other obligations and matters (whether or not contained in any agreement or other document) from time to time affecting any of the Security Assets or their use or enjoyment and on the Lender's reasonable request produce evidence to satisfy the Lender that the Chargor is complying with this obligation;
- 6.3.2 promptly inform the Lender if it becomes aware of any steps taken or proceedings commenced by any person with a view to obtaining forfeiture of or determining any lease, underlease, tenancy or licence comprised in the Security Assets;
- 6.3.3 not permit any breach of any bye-laws, other laws and regulations affecting any of the Security Assets; and
- 6.3.4 pay or procure the payment of all rents, rates, taxes, charges, assessments, impositions and other outgoings of any kind which are from time to time payable (whether by the owner or the occupier) in respect of any of the Security Assets.

6.4 Enforcement of rights

The Chargor must:

- 6.4.1 use its best endeavours to ensure prompt observance and performance of the terms of each lease under which it holds the Property by the lessor; and
- 6.4.2 use its best endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Security Assets which the Lender may require from time to time,

in each case at the Chargor's cost.

7. INSURANCE UNDERTAKINGS

7.1 Maintenance of insurance

- 7.1.1 The Chargor must ensure that at all times it benefits from insurance against third party and public liability risks and the Property is insured against:

- (a) loss or damage by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft (other than hostile aircraft) and other aerial devices and articles dropped from them, riot, terrorism, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes, subsidence; and

- (ii) treat any insurance policy as avoided in whole or in part;
- (iii) treat any insurance policy as expired due to non-payment of premium;
or
- (iv) otherwise decline any claim under any insurance policy by or on behalf of any insured party,

and, in respect of Clause 7.1.2(e)(iii) above, must in the notice give the Lender the opportunity to rectify any such non-payment of premium within the notice period;

- (f) contain terms providing that the Lender shall have no duty of disclosure to the insurance company or underwriters and have no liability to pay any unpaid premium;
- (g) contain a waiver of the rights of subrogation of the insurer as against the Chargor, the Lender and the tenants of each property;
- (h) are in an amount and form acceptable to the Lender; and
- (i) are with an insurance company or underwriters acceptable to the Lender.

7.1.3 The Chargor must be free to assign or otherwise grant Security Interests over all amounts payable to it under each insurance policy and all its rights in connection with those amounts in favour of the Lender.

7.1.4 If the Lender requests, the Chargor must promptly provide a copy of each insurance policy together with evidence of payment of the premiums and such other information in connection with the insurance policies as the Lender requests.

7.1.5 If the Lender considers that the amount insured, or the risks covered, by any insurance policy is/are inadequate, the Chargor must increase the amount insured by it and/or require the category of risks covered to be amended to such extent and in such manner as the Lender may consider appropriate.

7.1.6 The Chargor must:-

- (a) comply with the terms of the insurance policies;
- (b) ensure that all things necessary to keep all the insurance policies in force are done promptly including the punctual payment of premiums; and
- (c) notify the Lender of premiums paid, renewals made, material variations and cancellations of insurance policies made or, to the knowledge of the insured, threatened or pending and any claim or any actual or threatened refusal of a claim.

7.1.7 The Chargor must not allow anything to occur which may make any insurance policy void or voidable.

7.1.8 If the Chargor does not comply the Lender may (without any obligation to do so) effect or renew any such insurance policy either in its own name, or together with the Chargor in such sum and on such terms as which the Lender may reasonably think expedient and all monies expended by the Lender will be deemed to be properly paid by the relevant person and shall be reimbursed by the Chargor on demand.

- 8.2.6 consent to any assignment or sub-letting of any lessee's interest (or any assignment of a sub-tenant's interest) under any Lease,

without the Lender's prior consent and may not enter into any agreement to do so.

8.3 Works

The Chargor must ensure that no person:

- 8.3.1 demolishes any buildings or erections on the Property;
- 8.3.2 makes any structural alteration to the Property; or
- 8.3.3 removes any fixtures from the Property,

without the prior consent of the Lender.

8.4 Repair

- 8.4.1 The Chargor must ensure that all buildings and erections from time to time upon the Property and all fittings, plant and machinery on the Property are in, and maintained in:-

- (a) good and substantial repair and condition and, as appropriate, in good working order; and
- (b) such repair, condition and as appropriate, good working order as to enable them to be let in accordance with all applicable laws and regulations,

and when necessary the Borrower shall replace, or procure the replacement of, the same with items of similar quality and value.

- 8.4.2 The Chargor must carry out any energy efficiency improvements necessary, or take any other steps necessary, to ensure that at all times each part of any Property which is designed to be let can be let or can continue to be let without breaching any applicable laws or regulations in respect of minimum levels of energy efficiency for properties.

8.5 Pay outgoings

The Chargor must ensure all rates, rents, outgoings and other sums payable out of or in respect of the Property are promptly paid.

8.6 Development of Property

- 8.6.1 Without the prior consent of the Lender, the Chargor must not:-

- (a) carry out or permit to be carried out any development (including change of use of) for which planning permission is required;
- (b) make (or permit others to make) any application for planning permission; or
- (c) implement any planning permission.

- 8.6.2 The Chargor shall comply in all respects with all planning laws, permissions, agreements and conditions to which the Property is subject.

8.7 Registration at the Land Registry

- 8.7.1 The Chargor must do all things to facilitate the registration of this Deed against any relevant title registered at the Land Registry.

8.13.3 Exercise of the right of entry shall not cause the Lender or any person authorised by it to be liable as a mortgagee in possession.

8.13.4 The right to entry may be made at any time without notice in the case of emergency.

9. FURTHER ASSURANCE

The Chargor shall at its own expense ensure any documents are executed and any acts and things are done which the Lender may reasonably require from time to time for:

9.1 giving effect to, perfecting or protecting the Security;

9.2 facilitating the realisation of any Security Asset;

9.3 facilitating the exercise of all powers, authorities and discretions vested in the Lender or in any Receiver; or

9.4 perfecting any Security over any assets acquired by the Chargor after the date of this Deed.

10. ENFORCEMENT

10.1 Remediating defaults

The Lender or a Receiver may (but is not obliged to) take any action to remedy a failure by the Chargor to observe and perform the provisions of this Deed at the Chargor's cost.

10.2 Timing of enforcement

10.2.1 The Secured Liabilities are deemed to have become due on the date of this Deed.

10.2.2 The Security shall become enforceable on the earlier of:

- (a) the date the Lender demands repayment of any of the Secured Liabilities;
- (b) the date the Chargor breaches a provision of this Deed or any document evidencing the facilities to which the Secured Liabilities relate;
- (c) the date the Borrower breaches any document evidencing the facilities to which the Secured Liabilities relate;
- (d) the occurrence of any event causing, or purporting to cause, the floating charge created by this Deed to become fixed in relation to any Security Asset; or
- (e) the Borrower's request.

10.2.3 Neither section 93(1) nor section 103 of the Law of Property Act 1925 shall apply to this Deed.

10.3 Powers of the Lender

10.3.1 At any time after the Security becomes enforceable or if requested by the Chargor, the Lender may without further notice (unless required by law):

- (a) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or

12. POWERS OF RECEIVER

12.1 General powers

Any Receiver shall have:

- 12.1.1 all the powers which are conferred by the Law of Property Act 1925 on mortgagees in possession and receivers appointed under that Act but without the restrictions contained in sections 103 or 109(1) of that Act;
- 12.1.2 (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- 12.1.3 all powers which are conferred by any other law conferring power on receivers.

12.2 Additional powers

In addition to the powers referred to in Clause 12.1 (*General powers*), a Receiver shall have the following powers:

- 12.2.1 to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- 12.2.2 to manage the Security Assets as he thinks fit;
- 12.2.3 to redeem any Security Interest and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- 12.2.4 to enter into, terminate or vary any Hedging Agreement;
- 12.2.5 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Law of Property Act 1925, and, without limitation:
 - (a) fixtures may be severed and sold separately from the Property containing them, without the Chargor's consent;
 - (b) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party); and
 - (c) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;
- 12.2.6 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to abandon, complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land);
- 12.2.7 to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the Chargor's name and, for that purpose, to enter into covenants and other contractual obligations in the Chargor's name and so as to bind it;
- 12.2.8 to take any such proceedings in the Chargor's name as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including

13.2 **Suspense account**

Any monies received by the Lender or any Receiver may be placed in an interest bearing suspense or securities realised account and kept there for so long as the Lender considers prudent.

14. **SET-OFF**

14.1 The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid or any contingent obligation from the Chargor against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation.

14.2 If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

15. **CURRENCY CONVERSION**

All monies received or held by the Lender or any Receiver under this Deed may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Lender's spot rate of exchange.

16. **NEW ACCOUNT**

If the Lender receives or is deemed to be affected by notice (whether actual or constructive) of any subsequent Security Interest affecting some or all of the Security Assets or their proceeds of sale, then the Lender may open a new account for the Chargor. If it does not do so, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, the notice. As from that time, any payment made to the Lender for the Chargor's account shall be credited (or be treated as having been credited) to the new account and shall not operate to reduce the amount for which the Security applies.

17. **DELEGATION AND APPOINTMENT OF ATTORNEYS**

17.1 **Delegation**

17.1.1 The Lender may delegate to any person or persons all or any of the powers, authorities and discretions which are exercisable under this Deed. A delegation may be made in any manner (including by power of attorney) in and on any terms (including power to sub-delegate) which the Lender thinks fit.

17.1.2 The Lender shall not be liable or responsible to the Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any of its delegates or sub-delegates.

17.2 **Attorneys**

17.2.1 By way of security, the Chargor irrevocably appoints the Lender, every Receiver and every delegate or sub-delegate appointed under Clause 17.1 (*Delegation*) separately to be its attorney on its behalf, in its name:

(a) to execute and do any documents, acts and things which the Chargor is required to execute and do under this Deed or any other document relating to the Secured Liabilities; and

(b) to execute and do any documents, acts and things which any attorney may deem proper or desirable in exercising any powers, authorities and discretions conferred by this Deed, any other document relating to the Secured Liabilities or by law on the Lender or any Receiver.

20. CONTINUING SECURITY

20.1 Continuing security

The Security is continuing security and shall secure the ultimate balance of the Secured Liabilities, notwithstanding:

- 20.1.1 intermediate payment or discharge of the whole or part of the Secured Liabilities;
- 20.1.2 the Chargor's death, bankruptcy, liquidation or other incapacity or any change in its constitution, name or style;
- 20.1.3 any change in the Lender's constitution, name or style, its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person; or
- 20.1.4 any other event, matter or thing.

20.2 Additional to other rights

The Security is in addition to (and shall not merge with, otherwise prejudice or affect or be prejudiced or affected by) any other remedy, guarantee, indemnity, Security Interest or other right which may be or have been created (by the Chargor or otherwise) in favour of the Lender. Accordingly, the Chargor's liability under this Deed shall not be prejudiced or affected by, and this Deed may be enforced notwithstanding:

- 20.2.1 the existence or invalidity of all or any of those rights; or
- 20.2.2 at any time, the Lender exchanging, releasing, varying, abstaining from perfecting or enforcing or otherwise dealing or omitting to deal with all or any of those rights.

21. THIRD PARTY PROTECTION

No purchaser, mortgagee or other person dealing with the Lender or a Receiver shall be concerned:

- 21.1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged;
- 21.2 whether the power which the Lender or Receiver is purporting to exercise has become exercisable; or
- 21.3 to see to the application of any money paid to the Lender or to a Receiver.

22. INDEMNITIES

The Chargor agrees to fully indemnify the Lender and any Receiver (and in the case of legal costs and expenses on a solicitor and own client basis) on demand against all liabilities, losses, claims, actions, damages, costs and expenses incurred by, made or brought against the Lender or Receiver (or any manager or agent appointed by the Lender or Receiver):

- 22.1 as a result of the Chargor's failure to perform any of its obligations under this Deed;
- 22.2 in the exercise (or purported exercise) of any of the powers or other rights conferred by this Deed;
- 22.3 in respect of any costs, charges or expenses incurred in connection with Clause 15 (*Currency Conversion*);

- 27.2.4 any ratings agency;
- 27.2.5 any of the officers, directors, employees, professional advisers, auditors, partners and representatives of the persons referred to in Clauses 27.2.1 to 27.2.4;
- 27.2.6 any of its Affiliates and any of its or their officers, directors, employees, professional advisers, auditors, partners and representatives;
- 27.2.7 any person to whom information is required or requested to be disclosed by any court of a competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
- 27.2.8 any person to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes; and
- 27.2.9 any insurance company or underwriters in relation to the insurance of the Properties,
- such confidential information as the Lender shall consider appropriate.

28. MANAGEMENT TIME

The Lender reserves the right to charge for its management time or other resources (which will be calculated on the basis of such reasonable daily or hourly rates as the Lender may notify to the Chargor from time to time).

29. COUNTERPARTS

This Deed may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument and any party may enter into this Deed by executing a counterpart.

30. NOTICES

30.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing in the English language and, unless otherwise stated, must be made by letter.

30.2 Addresses

The Lender may deliver any communication, document or notice to the Chargor relating to this Deed to its registered office, to any address to which a notice under any facility relating to the Secured Liabilities might be sent or any additional address the Chargor may notify to the Lender by not less than five business days' notice.

30.3 Delivery

30.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective when it has been left at the relevant address or five business days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address.

30.3.2 Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).

SCHEDULE 1

THE PROPERTY

PART 1

REGISTERED LAND

Address	Administrative Area	Title number
Freehold land and buildings known as 1 - 8 Telegraph House, 1 - 11 Glenn Buildings, 10,12,14,17-27 (odd numbers) 18,20 and 24 Moor Lane, Crosby, Liverpool and land and buildings known as 8A, 8B, 8C Moor Lane, Crosby, Liverpool L23 2UE	Merseyside: Sefton	MS562730 MS274960

SCHEDULE 2

FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY TENANT

To: [Insert name and address of tenant]

Date: []

Dear Sirs,

We (the "**Company**") have granted a legal charge dated [] (the "**Legal Charge**") to HSBC Bank plc in its capacity as ("**Lender**"). In terms of the Legal Charge we have assigned by way of security and/or charged to the Lender all our rights and remedies in connection with the lease dated [] (the "**Lease**") including all rights and remedies in connection with the Lease and all moneys which may be payable in terms of the Lease.

With effect from your receipt of this notice:-

1. you must pay all moneys due by you to the Company pursuant to, under or in connection with the Lease into our account entitled Rent Account with [insert address] (Account number [], Sort Code []), unless and until you receive written notice from the Lender to the contrary, in which event you should make all future payments as then directed by the Lender;
2. we irrevocably authorise and instruct you:
 - 2.1 to disclose to the Lender at our expense, such information relating to the Lease as the Lender may from time to time request;
 - 2.2 to pay or release all or any part of the sums from time to time due and payable by you to us under the Lease only in accordance with this notice or the written instructions given to you by the Lender from time to time;
 - 2.3 without requiring further approval from us, to provide the Lender with such information relating to the Lease as it may from time to time request and to send it copies of all notices issued by you under the Lease to the Lender as well as to us; and
 - 2.4 to send copies of all notices and other information given or received under the Lease to the Lender.
3. all rights to compel performance of the Lease are exercisable by the Lender although the Company remains liable to perform all the obligations assumed by it under the Lease;
4. all rights, interests and benefits whatsoever accruing to or for the benefit of the Company arising from the Lease belong to the Lender and no changes may be made to the terms of the Lease without the Lender's consent.

These instructions may not be revoked, nor may the terms of the Lease be amended, varied or waived without the prior written consent of the Lender.

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

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Lender at HSBC Bank plc, Fourth Floor, 120 Edmund Street, Birmingham B3 2QZ marked for the attention of Louise Archer.

On copy only:

To: HSBC Bank plc
Fourth Floor, 120 Edmund Street, Birmingham B3 2QZ

FAO: Louise Archer

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the right and remedies in connection with the Lease and that we will comply with the terms of that notice.

We further confirm that:-

1. *we have made all necessary arrangements for all future payments under the Lease to be made to the account specified in paragraph 1 of this notice; and*
2. we will not exercise any right to terminate the Lease or take any action to amend or supplement the Lease without the prior written consent of the Lender.

for and on behalf of
[INSERT TENANT'S DETAILS]

By: []

Dated: []

6. The authority and instructions contained in this notice cannot be revoked or varied by us without the prior written consent of the Lender.
7. By countersigning this letter, you confirm that:
 - 7.1 you have not received notice of any previous assignments or charges of or over any of the rights, title and interests and benefits referred to in this notice;
 - 7.2 no amendment or termination of the Policy shall be effective unless you have given the Lender 30 days written notice of it or, if it is not possible to comply with such notification to the Lender in accordance with the provisions of the Policy, the notice will be provided to the Lender in relation to such termination as soon as possible; and
 - 7.3 you will not, without the Lender's prior written consent, exercise any right of set-off or counterclaim in relation to any amounts owed under or in connection with the Policy.
8. This notice, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with English law.

Please accept this notice and your acknowledgement of the matters and instructions set out above within 5 days of receipt by signing, dating and returning the enclosed copy of this letter to the Lender at HSBC Bank plc, Fourth Floor, 120 Edmund Street, Birmingham B3 2QZ marked for the attention of Louise Archer.

Yours faithfully,

for and on behalf of
ST. MODWEN DEVELOPMENTS LIMITED

Acknowledged:

.....
For and on behalf of

RSA Insurance

