

MR01

Particulars of a charge

Oyez

28943/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR0

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

This form **must be delivered to the Registrar for registration within
21 days** beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

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



A35

A4MISDQZ

18/12/2015

#332

COMPANIES HOUSE

FRIDAY

1 Company details

Company number 0 5 6 7 5 9 0 5

Company name in full OXFORD GB TWO LIMITED

For official use

Filing in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 0 1 1 1 2 0 1 3

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name LEEDS CITY COUNCIL

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Land at Portland Crescent Leeds shown edged red on the attached Plan registered at HM Land Registry under Title Number WYK932612

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

x *W E Beavon Ltd* x

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

GILES HINDLE

Company name

DAC BEACHCROFT LLP

Address

PORTWALL PLACE

PORTWALL LANE

Post town

BRISTOL

County/Region

Postcode

B S 1 9 H S

Country

ENGLAND

DX

7846 BRISTOL

Telephone

0117 918 2195



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



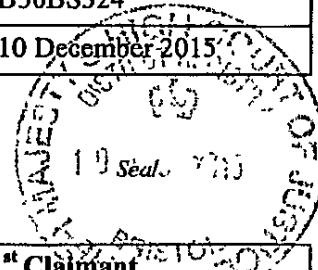
Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

General Form of Judgment or Order

In the High Court of Justice Chancery Division Bristol District Registry	
Claim Number	B30BS324
Date	10 December 2015



LEEDS CITY COUNCIL	1 st Claimant Ref WYC-G-HINDLE
OXFORD GB TWO LIMITED	1 st Defendant Ref AXK/0309-794407

Before District Judge Watson sitting at Bristol District Registry, Bristol Civil Justice Centre, 2 Redcliff Street, Bristol, BS1 6GR

UPON THE APPLICATION by CPR Part 8 Claim Form dated 27 May 2015 of Leeds City Council of Civic Hall, Leeds LS1 1UR

AND UPON HEARING Ross Fentem, Counsel for the Claimant and Malcolm D Warner, Counsel for the Defendant ("the Company")

AND UPON READING the Part 8 Claim Form, the Witness Statements of Andrew Burrell filed 21 May 2015 and 11 September 2015, the Witness Statement of Michael Lethaby filed 3 December 2015, the Witness Statement of Brandon Riley filed 3 December 2015 and the Legal Charge hereinafter mentioned

AND UPON the Claimant by its Solicitors undertaking that in the case of:

- (1) a resolution for the winding up of the Company becoming effective on or before 8 January 2016; or
- (2) a petition for the winding up of the Company or for the making of an administration order being presented on or before 8 January 2016 and in case
- (3) the Company by its Liquidator or administrator or any unsecured Creditor of the Company shall within 30 days after the commencement of such voluntary winding up or the date of any such order (whichever shall be the later) apply to this Court to discharge this Order,

then the Claimant will submit to the jurisdiction of this Court and will abide by any Order that the Court may make (in case of the discharge of this present Order) for rectification of the Register of Charges of the Company kept by the Registrar of Companies by the removal therefrom of any registration effected under this present Order.

AND UPON the Claimant further undertaking by its Solicitors not to seek to add any of the costs of or incidental to these proceedings to its security (being the Legal Charge hereafter mentioned).

AND THE COURT being satisfied that the omission to deliver to the Registrar of Companies pursuant to Section 859A of the above-mentioned Act the Legal Charge hereinafter mentioned together with the prescribed particulars thereof was due to inadvertence and that it is just and equitable to grant relief pursuant to Section 859F of the Act ORDERS that the time for delivering to the Registrar of Companies for registration the Legal Charge ("the Legal Charge") dated 1 November 2013 and made between the Company of the one part and the Claimant of the other

The court office at Bristol District Registry, Bristol Civil Justice Centre, 2 Redcliff Street, Bristol, BS1 6GR. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number Tel 0117 3664800 Fax 0870 3240048 Check if you can issue your claim online. It will save you time and money Go to www.moneyclaim.gov.uk to find out more.

Produced by Miss A Smallcombe
CJR065C

part (whereby the Company charged certain land and property known as Land at Portland Crescent Leeds registered at HM Land Registry with title number WYK932612 property) to secure repayment of sums due under a Facility Agreement dated 1 November 2013 therein referred to together with the prescribed Particulars thereof be and the same is hereby extended to a date 21 days from the date of this Order

AND IT IS ORDERED that the Claimant do deliver an office copy of this Order to the Registrar of Companies AND this Order is without prejudice to the rights of any person acquired between the date of the creation of the Legal Charge and the date of its actual registration

AND IT IS ORDERED that the company or any unsecured creditor of the Company be at liberty to apply to discharge this Order within 56 days after (1) the commencement of the voluntary winding up of the Company becoming effective on or before 8 January 2016 or (2) any order made for the winding up of the Company or administration order made on any petition presented on or before 8 January 2016.

AND IT IS ORDERED that the Claimant shall pay the Company's costs of and incidental to this application, summarily assessed in the sum of £2,750, by 8 January 2016.

Dated 10 December 2015



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number 5675905

Charge code: 0567 5905 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st November 2013 and created by OXFORD GB TWO LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th December 2015.

Dx

Given at Companies House, Cardiff on 15th January 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated

1 NOVEMBER

2013

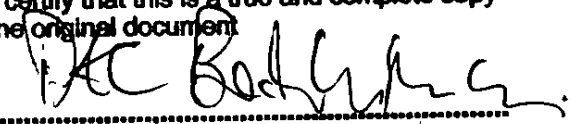
OXFORD GB TWO LIMITED

to

LEEDS CITY COUNCIL

CHARGE BY WAY OF SECOND
LEGAL MORTGAGE

We certify that this is a true and complete copy
of the original document


DAC Beachcroft LLP Solicitors
Portwall Place, Portwall Lane, Bristol BS1 9HS

Date

17th December 2015

Leeds City Council
Civic Hall
LEEDS
LS1 1UR
Ref: A76/AJB

6THIS DEED is made on

1 NOVEMBER

2013

BETWEEN

- (1) **OXFORD GB TWO LIMITED** whose registered office is at Grosvenor House 4-7
Station Road, Sunbury on Thames, Surrey TW16 6SB with company number
05675905 (**Borrower**), and
- (2) **LEEDS CITY COUNCIL (Council)**

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed

1925 Act means the Law of Property Act 1925

Default Interest Rate has the meaning given in clause 6.3 of the Facility Agreement

Facility Agreement means the facility agreement dated on or about the date of this
Deed and made between the Borrower (1) and the Council (2)

Intercreditor Deed means the Intercreditor Deed dated on or about the date of this
Deed and made between the Co-operative Bank PLC (1) the Council (2) and the
Borrower (3)

Planning Acts shall be deemed to mean the Town & Country Planning Act 1990,
the Planning (Listed Building and Conservation Areas) Act 1990, the Planning
(Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act
1990, the Planning and Compensation Act 1991, the Planning and Compulsory
Purchase Act 2004 (as amended) together with any other statute governing or
controlling the use or development of land, buildings or property

Mortgaged Property means the property described in Schedule 1 together with all
trade and other fixtures fixed plant and machinery and the works of construction now
or from time to time thereon

Receiver means any receiver, manager or administrative receiver appointed by the Council in respect of the Borrower or any of the Mortgaged Property

Secured Liabilities means all monies and liabilities now or after the date of this Deed due owing or incurred by the Borrower to the Council under the terms of the Facility Agreement whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Council in respect of those monies or liabilities or in relation to this Deed

Security means a mortgage charge pledge lien or any other Security securing any obligation of any person or any other agreement or arrangement having similar effect

Security Period means the period beginning on the date of this Deed and ending on the date on which the Council is satisfied all the Secured Liabilities have been irrevocably and unconditionally satisfied in full and all facilities made available by the Council to the Borrower have been satisfied

Subsidiary means a subsidiary undertaking within the meaning of section 1159 of the Companies Act 2006

1.2 Interpretation

- (a) Unless otherwise defined in this Deed, a term defined in the Facility Agreement has the same meaning when used in this Deed or any notices, acknowledgements or other documents issued under or in connection with this Deed
- (b) Clause 2 of the Facility Agreement is incorporated in this Deed as if set out here in full but so that each reference in that clause to this Agreement shall be read as a reference to this Deed

1.3 Third party rights

Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed issued or entered into under or in connection with it but this does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999

1.4 Incorporated terms

The terms of the documents under which the Secured Liabilities arise and any side letters between the Council and the Borrower relating thereto are incorporated into this Deed to the extent required for any purported disposition of the Mortgaged Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989

2 Covenant to pay

The Borrower covenants with the Council to pay and discharge the Secured Liabilities as and when they become due for payment and discharge

3 Charging provisions

Subject to the terms of the Intercreditor Agreement, the Borrower with full title guarantee (and to the intent that the security so constituted shall be a continuing security in favour of the Mortgagee extending to all beneficial interest of the Borrower in the assets hereby charge and to any proceeds of sale or other realisation thereof or any part thereof) hereby charges to the Council by way of fixed and floating charge the Mortgaged Property to secure all money then outstanding or to become due upon this security

4 Documents of title

Subject to the terms of the Intercreditor Agreement, the Borrower shall promptly on request deposit with the Council

- 4.1** all deeds and documents of title relating to the Mortgaged Property, and
- 4.2** all such other documents relating to the Mortgaged Property as the Council shall reasonably require

5 Continuing security

This security is to be a continuing security which shall remain in full force and effect regardless of any intermediate payment or discharge by the Borrower or any other person of the whole or any part of the Secured Liabilities

6 Recourse

Subject to the terms of the Intercreditor Agreement, the Borrower waives any right it may have of first requiring the Council to proceed against or enforce any other security or claim or payment from any person before claiming from the Borrower under this Deed. This waiver applies irrespective of any law or any provision of the Facility Agreement to the contrary

7 Prohibition of Dispositions Mortgages and Dealings

So long as any money remains owing on this security, and subject to the terms of the Intercreditor Agreement, the Borrower will not

- 7.1** execute or agree to execute any assignment or other dealing with its interest in the Mortgaged Property save in accordance with the terms of the Lease and with the Council's consent, or
- 7.2** create grant or extend or permit to subsist any mortgage further charge or other security on or over the Mortgaged Property

8 Further assurance

The Borrower will (at the Borrower's own cost) at the Council's request execute any deed or document and take any action required by the Council to perfect the security or further secure the Secured Liabilities

9 Land Registry

The Borrower hereby applies to the Chief Land Registrar for a restriction to be entered on the register of the Title to the Property in the following terms

"No transfer, disposition, dealing, charge or mortgage of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent of the proprietor for the time being of the charge dated [date] in favour of Leeds City Council referred to in the charges register or their conveyancer "

10 General Undertakings

10.1 Duration of undertakings

The Borrower undertakes to the Council in the terms of the following provisions of this clause 10, at all times during the Security Period

10.2 General Undertakings

10.2 1 It will conduct its business at the Mortgaged Property in a proper and efficient manner

10.2 2 It will not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Council of the security constituted by this Deed

10.2 3 It will observe and perform all covenants and stipulations from time to time affecting the Mortgaged Property (including without limitation any lease) or the mode of user or the enjoyment of the same, make all payments carry out all registrations or renewals and generally use all reasonable endeavours to preserve and maintain the Mortgaged Property

10.3 Mortgaged Property Undertakings

- 10 3 1 It will keep the Mortgaged Property in a good and substantial state of repair and, save as contemplated by the Planning Permission, not without the prior written consent of the Council erect any buildings or structures on the Mortgaged Property or demolish all or any part of the Mortgaged Property or make any material alterations or structural or other material alteration to or change the use of the Mortgaged Property or any part thereof or do or suffer to be done anything in relation to the Property which constitutes development (as that expression is defined in the Planning Acts)
- 10 3 2 It will observe and perform all covenants, agreements and stipulations from time to time affecting its interest in the Mortgaged Property or the mode of user or the enjoyment of the same and not do or suffer to be done any act or thing whereby any of its freehold interest in the Mortgaged Property may become liable to forfeiture or otherwise be determined
- 10 3 3 It will punctually pay and indemnify the Council and any Receiver against all present and future rents, rates, taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of the Mortgaged Property or any part thereof or by the owner or occupier thereof
- 10 3 4 It will diligently manage or procure the management of the Mortgaged Property
- 10 3 5 It will not do, or allow or omit to be done, any act, matter or thing whereby any provisions of or regulations made under the Planning Acts shall be infringed nor contravene any other statutory provision or regulation or order of any local or other authority whatever affecting the Mortgaged Property
- 10 3 6 It will permit the Council and such person or persons as it shall nominate at all reasonable times during business hours and on not less than 24 hours'

written notice to it to enter into and upon the Mortgaged Property to view the Mortgaged Property and forthwith after service by the Council of any defect or want of repair without delay promptly remedy such defect or want of repair to the extent that such want of repair constitutes a breach of this Deed

10 3 7 Save as contemplated by this Deed, the Facility Agreement and subject always to the terms of the Intercreditor Agreement, it will not without the prior written consent of the Council grant any lease or tenancy of the Mortgaged Property or any part thereof or grant any person any contractual licence or right to occupy the Mortgaged Property or otherwise part with possession of the Mortgaged Property or any part of the Mortgaged Property

10 3 8 It will pay the rents reserved by and observe and perform the covenants, stipulations and conditions contained in any leases comprised in the Property and on its part as tenant to be paid, observed and performed and to use all reasonable endeavours to procure the observance and performance by the landlord under the said leases of the covenants, stipulations and conditions to be performed on the part of the landlord

10.4 Insurance

10 4 1 The Borrower shall effect third party liability insurances in respect of the Mortgaged Property, such insurance to be in amount and in form and with an insurance company or underwriters acceptable to the Council acting reasonably

10 4 2 Subject to the terms of the Intercreditor Agreement, the Borrower shall procure that the Council is noted as a mortgagee on such insurance policy

10 4 3 If the Council so requests, the Company shall use its best endeavours to procure that there be given to the Council copies of all policies of

insurance in which the Borrower has an interest and such other information in connection with those policies as the Council may reasonably require and will notify the Council of all renewals, material variations and cancellations of policies made or, to the knowledge of the Borrower, threatened or pending.

10.4.4 The Council shall not do or permit to be done anything which may make void or voidable any of the policies of insurance in which it has an interest

10.4.5 The Borrower shall promptly pay all premiums and do all other things necessary to keep all of the policies of insurance in which it has an interest in full force and effect

10.5 Power to remedy

Subject to the terms of the Intercreditor Agreement, if the Borrower fails to comply with any of the covenants set out in clauses 10.2 to 10.4 the Borrower will allow (and hereby irrevocably authorises) the Council and/or such persons as it shall nominate to take such action on behalf of the Borrower as shall be necessary to ensure that such covenants are complied with. In particular but without limitation, if the Borrower shall be in default of effecting or maintaining insurances or in producing any such policy or receipt to the Council on demand the Council may take out or renew such insurances in any sum which the Council may think expedient and all money expended and costs incurred by the Council under this provision shall form part of the Secured Liabilities

10.6 Indemnity

The Borrower will indemnify the Council and will keep the Council indemnified against all reasonable and proper costs, charges and expenses properly incurred by the Council as a result of a breach by the Borrower of its obligations under

clauses 10.2 to 10.4 and in connection with the exercise by the Council of its rights contained in clause 10.5 above (other than those which arise due to the Council's negligence or wilful default) All sums the subject of this indemnity will be payable by the Company to the Council on demand and if not so paid will bear interest at the Default Rate

11 Security power of attorney

The Borrower, by way of security, irrevocably and severally appoints the Council, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Borrower is obliged to take under this Deed. The Borrower ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 11

12 Enforcement of security

12.1 When security is enforceable

Subject to the terms of the Intercreditor Agreement, the Council shall be entitled to demand payment of the Secured Liabilities on the occurrence of an Event of Default which has occurred and is continuing unremedied

12.2 Acts of enforcement

The Council may, subject to the terms of the Intercreditor Agreement, at any time after the Security created by or under this Deed is enforceable

12.2.1 enforce all or any part of the Security created by or under this Deed in any manner it sees fit,

12.2.2 exercise its rights and powers conferred upon mortgagees by the 1925 Act, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver the Mortgaged Property,

12.2.3 appoint one or more persons to be a Receiver any part of the Mortgaged Property, and/or

12.2.4 exercise its power of sale under section 101 of the 1925 Act (as amended by this Deed)

12.3 Statutory powers – general

12.3.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed

12.3.2 Section 103 of the 1925 Act and section 93 of the 1925 Act shall not apply to this Deed

12.3.3 The statutory powers of leasing conferred on the Council are extended so that, without the need to comply with any provision of section 99 or section 100 of the 1925 Act, the Council is empowered to lease and make agreements for lease at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it may think fit

12.3.4 Each Receiver and the Council is entitled to all the rights, powers, privileges, and immunities conferred by the 1925 Act and the Insolvency Act 1986 on mortgagees and Receivers when such Receivers have been duly appointed under the relevant Act

12.4 Contingencies

If the Council enforces the Security constituted by or under this Deed at a time when no amounts are due to it under the Facility Agreement but at a time when amounts may or will become so due, the Council (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account

12.5 Mortgagee in possession - no liability

Neither the Council nor any Receiver will be liable, by reason of entering into

possession of the Mortgaged Property to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might otherwise be liable other than as a result of the gross negligence or wilful default of the Council or the Receiver

12.6 Redemption of prior mortgages

Subject to the terms of the Intercreditor Agreement, at any time after the Security created by or under this Deed has become enforceable, the Council may, at the sole cost of the Borrower (payable to the Council on demand)

12 6 1 redeem any prior form of Security over the Mortgaged Property, and/or

12 6 2 procure the transfer of that Security to itself, and/or

12 6 3 settle and pass the accounts of any prior mortgagee, chargee or

encumbrancer which once so settled and passed shall be conclusive and binding on the Borrower

13 Receiver

13.1 Appointment of Receiver

Subject to the terms of the Intercreditor Agreement

13 1 1 at any time after any Security created by or under this Deed is enforceable, the Council may appoint a Receiver to all or any part of the Mortgaged Property in accordance with 11 2 (Acts of enforcement),

13 1 2 at any time, if so requested in writing by the Borrower, without further notice, the Council may appoint one or more persons to be a Receiver to all or any part of the Secured Assets as if the Council had become entitled under the 1925 Act to exercise the power of sale conferred under the 1925 Act

13 1 3 any Receiver appointed under this Deed shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or

entered into by him and in no circumstances whatsoever shall the Council be in any way responsible for any misconduct, negligence or default of the Receiver

13.2 Removal

Subject to the terms of the Intercreditor Agreement, the Council may by written notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receiver) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated

13.3 Receivers

Any Receiver appointed by the Council shall (in addition to all powers conferred on him by law) have the following powers which in the case of two Receivers may be exercised jointly or severally

13 3.1 to take possession of and generally manage the Mortgaged Property and any business carried on at the Mortgaged Property,

13 3 2 to carry out on the Mortgaged Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment,

13 3 3 to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land,

13 3 4 to sell lease or accept surrenders of leases charge or otherwise deal with and dispose of the Mortgaged Property without restriction including (without limitation) power to dispose of any fixtures separately from the Mortgaged Property,

13 3.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Borrower,

13 3.6 to take continue or defend any proceedings and enter into any arrangement or compromise,

13 3.7 to insure the Mortgaged Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen,

13 3.8 to employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies,

13 3.9 to borrow any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of any of his power, and

13 3.10 to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Mortgaged Property

13.4 Remuneration

The Council may from time to time fix the remuneration of any Receiver appointed by it

14 Delegation

14.1 The Council and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Council and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Council and Receiver (as appropriate) may think fit

14.2 The Council and any Receiver will not be liable or responsible to the Borrower or any other person for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate

15 Application of monies

15.1 Subject to the terms of the Intercreditor Agreement, all monies received by the Council or any Receiver under this Deed and applied in discharge of the Secured Liabilities shall be applied to the Secured Liabilities in the following order

15 1 1 in payment of costs charges and expenses incurred and payment made by the Council and the Receiver,

15 1.2 in payment of remuneration of the Receiver as such rates as shall be agreed between him and the Council at any time after his appointment,

15 1 3 in or towards satisfaction of the Secured Liabilities (in order as the Council shall require), and

15 1.4 the surplus (if any) shall be paid to the Borrower or other person entitled to it

15.2 Sections 109 (6) and (8) of the 1925 Act shall not apply to a Receiver appointed under this Deed

15.3 Subject to Clause 15 1 all monies received or realised by the Council from the Borrower or a Receiver under this deed may be applied by the Council to any item of account or liability or transaction to which they may be applicable in such manner as the Council may determine

15.4 The Council and any Receiver may place any money received, recovered or realised pursuant to this Deed in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Liabilities

16 Remedies and waivers

- 16.1** No failure to exercise, nor any delay in exercising, on the part of the Council or any Receiver, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.
- 16.2** A waiver given or consent granted by the Council under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

17 Protection of third parties

- 17.1** No person (including a purchaser) dealing with the Council or a Receiver or its or his agents has an obligation to enquire of the Council, Receiver or others
- 17.1.1 whether the Secured Liabilities have become payable;
 - 17.1.2 whether any power purported to be exercised has become exercisable,
 - 17.1.3 whether any Secured Liabilities or other monies remain outstanding,
 - 17.1.4 how any monies paid to the Council or to the Receiver shall be applied, or
 - 17.1.5 the status, propriety or validity of the acts of the Receiver or Council
- 17.2** The receipt by the Council or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Council or any Receiver.
- 17.3** In clauses 17.1 and 17.2 **purchaser** includes any person acquiring, for money or monies worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Mortgaged Property.

18 Additional security

This Deed is without prejudice and in addition to and shall not merge with any other

right remedy or security of any kind which the Council may have now or any time in the future for or in respect of any Secured Liabilities

19 Settlements conditional

19.1 If the Council (acting reasonably) believes that any amount paid by the Borrower or any other person in respect of the Secured Liabilities is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid

19.2 Any settlement, discharge or release between the Borrower and the Council shall be conditional upon this Deed or payment to or for the Council by the Borrower or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise

20 Subsequent security

If the Council receives notice of any other subsequent Security or other interest affecting the Mortgaged Property it may open a new account or accounts for the Borrower in its books. If it does not do so then, unless it gives express written notice to the contrary to the Borrower, as from the time of receipt of such notice by the Council, all payments made by the Borrower to the Council shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities

21 Set-off

21.1 The Council may, at any time after the occurrence of an Event of Default which is continuing (without notice to the Borrower)

21.1.1 set off or otherwise apply sums to the credit of the Borrowers accounts with the Council (irrespective of terms applicable to such accounts and whether or not such accounts sums are then due for payment to the Council),

21 1 2 set off any obligation (whether or not then due for performance owed by the Council to the Borrower,
in or towards satisfaction of the Secured Liabilities

22 Notices

Any communication under this Deed, shall be made and given in accordance with the terms of clause 19 of the Facility Agreement

23 Invalidity

Clause 27 of the Facility Agreement shall apply to this Deed as if set out here in full but so that references to the Facility Agreement shall be construed as references to this Deed and any Security created by or under it

24 Assignment

The Council may assign or otherwise transfer all or any part of its rights under this Deed

25 Releases

Upon expiry of the Security Period the Council shall, at the request and cost of the Borrower

25.1 release the Mortgaged Property from this Deed,

25.2 reassign the Mortgaged Property that has been assigned to the Council under this Deed, and

25.3 return all documents or deeds of title delivered to it under this Deed

26 Exclusion of liability

Neither the Council nor any Receiver shall be liable in respect of the Mortgaged Property of any part of it or for any loss or damage which arises out of the exercise or the attempted or purported exercise of or failure to exercise any of their respective powers unless such loss or damage is caused by its gross negligence or wilful acts of default and recklessness

27 Interest on late payments

27.1 If the Borrower fails to pay any amount payable under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgement) at the Default Interest Rate. Any interest accruing under this clause 27.1 shall be immediately payable by the Borrower on demand by the Council.

28 Counterparts

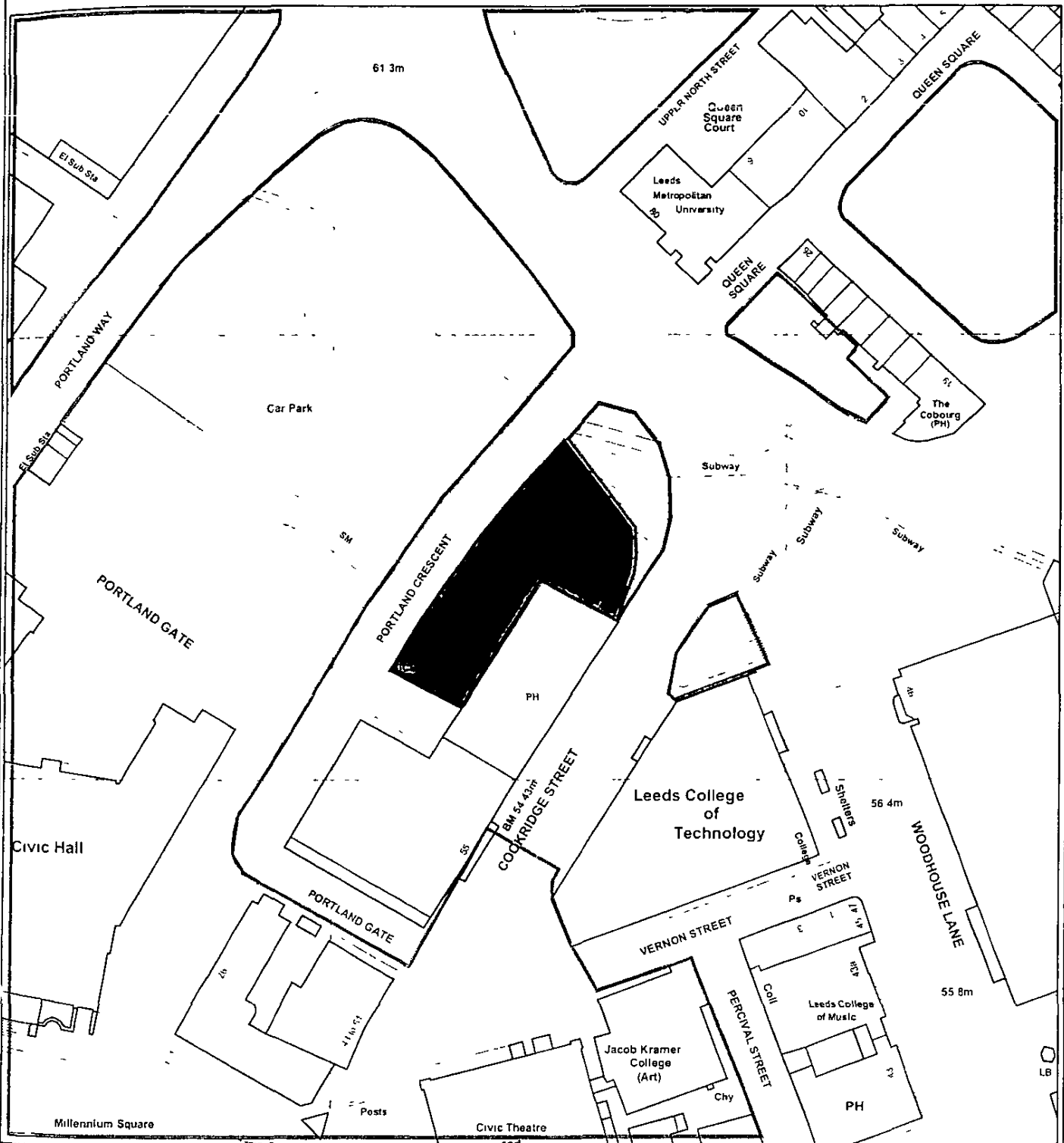
This Deed may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

29 Governing law

This Deed shall be governed by and construed in accordance with English law, and all claims and disputes between the Parties or any of them arising out of or in connection with this Deed (whether or not contractual in nature) shall be determined in accordance with English law.

This Deed has been entered into as a deed on the date given at the beginning of this Deed.

PORTLAND CRESCENT LEEDS LS2



Leeds
CITY COUNCIL

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Leeds City Council LA07621X 2006

PREP BY B HAZELWOOD

DATE 08/11/2006

OS No SE2934SE

Scale 1:1,250

PLAN No 7469/AA



The Schedule
Property
Registered Land

Land at Portland Crescent Leeds shown edged red on the attached Plan registered at HM
Land Registry under Title Number WYK932612

SIGNATORIES TO THE DEED

Borrower

EXECUTED AS A DEED by Oxford GB Two Limited
by a director in the presence of a witness


MIKE LETHABY

Signature

Name (block capitals)
Director

Witness signature



Witness name
(block capitals)

IAN CLEMENTS

Witness address 15 APPOLD STREET
LONDON EC2A 2HB

Council

The common seal of Leeds City Council
was hereunto affixed in the presence of)



Sarah Blenkin
Commercial Property Team Leader
Legal Services

Notice details

Contact Chief Legal Officer
Fax number 0113 247 4651
Tel number 0113 247 4387
Address Civic Hall, Leeds LS1 1UR

Seal No 2307