

# MR01

## Particulars of a charge



Companies House



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

☒ **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  
instrument. Use form M

For further information, please  
refer to our guidance at:

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



A24

\*A669AQ9U\*

12/05/2017

#249

COMPANIES HOUSE



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

### 1 Company details

Company number 0 5 7 3 4 1 1 9

Company name in full Broadland St Benedicts Limited

For official use

#### → Filling 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 d 2 d 6 m 0 m 4 y 2 y 0 y 1 y 7 /

### 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 Broadland Housing Association Limited /

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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## Particulars of a charge

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### 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

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

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### 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

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### 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

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### Trustee statement <sup>1</sup>

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.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

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### Signature

Please sign the form here.

Signature

Signature

X  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	Sharon Thandi
Company name	Anthony Collins Solicitors LLP
Address	134 Edmund Street
Post town	Birmingham
County/Region	West Midlands
Postcode	B 3 2 E S
Country	UK
DX	13055 Birmingham 1
Telephone	0121 214 3525



### 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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5734119

Charge code: 0573 4119 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th April 2017 and created by BROADLAND ST BENEDICTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th May 2017.

pt

Given at Companies House, Cardiff on 18th May 2017



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

DATED 26 April 2017

**BROADLAND ST BENEDICTS LIMITED**

as Chargor

and

**BROADLAND HOUSING ASSOCIATION LIMITED**

as Lender

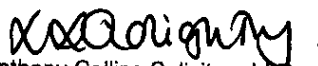
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**DEBENTURE**

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*(To: The Chief Land Registrar. Note: This Debenture contains (in clause 5.1) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of the Lender to enter a restriction in the Proprietorship Register and (in clause 5.3.3) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of the Lender to enter a notice on the Charges Register.)*

I/We hereby certify that this is a true  
copy of the original



Anthony Collins Solicitors LLP  
134 Edmund Street  
Birmingham  
B3 2ES

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THIS AGREEMENT is made on 26 April 2017

**BETWEEN**

1. **BROADLAND ST BENEDICTS LIMITED** a company limited by shares incorporated in England with company registration number 05734119 and with registered office at Broadland Housing Group, Norwich City Football Club, Carrow Road, Norwich, Norfolk NR1 1HU (the **Chargor**); and
2. **BROADLAND HOUSING ASSOCIATION LIMITED** a registered society under the Co-operative and Community Benefit Societies Act 2014 with registration number 16274R and a Registered Provider with registration number L0026 whose registered office is at Norwich City Football Club, Carrow Road, Norwich, Norfolk NR1 1HU (the **Lender**).

**Introduction**

- (a) The Lender has agreed, pursuant to the Facility Agreement, to provide the Chargor with loan facilities.
- (b) It is a condition precedent to the granting of such loan facilities under the Facility Agreement that the Chargor enters into this Deed to provide security to the Lender for the purposes and on the terms as described below.
- (c) It is intended by the parties to this document that it will take effect as a deed.

**Agreed terms**

**1 Definitions and interpretation**

**1.1 Definitions**

In this Deed, unless the context otherwise requires:

**Additional Funding:** has the meaning given to that term in the Facility Agreement;



<b>Administrator:</b>	has the meaning given to it by paragraph 1 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002);
<b>Book Debts:</b>	all present and future book and other debts, and monetary claims due or owing to the Chargor, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargor in relation to any of them;
<b>Certificate of Title:</b>	means any report on or a certificate of title relating to the Mortgaged Property provided to the Lender by the Chargor (or on its behalf);
<b>Collateral Rights:</b>	means all rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law;
<b>Competent Authority:</b>	means any legal person and/or any court of law or tribunal in each case having authority under applicable Environmental Law;
<b>Dangerous Substances:</b>	means any substance or waste (as defined in the Environmental Protection Act 1990) which is capable of causing harm to man or any living organism supported by the Environment or damaging the Environment or public health or welfare;
<b>Default Rate:</b>	means the rate of interest calculated in accordance with clause 14.1 of the Facility Agreement;
<b>Delegate:</b>	any person appointed by the Lender or any Receiver pursuant to clause 27 and any person

appointed as attorney of the Lender, Receiver or Delegate.

**Environment:** means the environment as defined in Section 1(2) of the Environmental Protection Act 1990;

**Environmental Audit:** means a full risk assessment of the Security Assets to ascertain the nature and extent of any harm or detriment caused to, or the risk of any possible harm or detriment which may be caused to the Environment by any activity, including soil, air or water testing of the Security Assets and any other property;

**Environmental Law:** means any applicable common or statutory law, regulation, standard or code having the force of law, any code of practice, circular, guidance note, judgment or decision of any court or tribunal relating to the protection of human health and safety, the workplace or the Environment;

**Environmental Licence:** means a licence, permit, certificate of registration, consent, or approval, including any conditions which attach thereto, which relates to or affects the Security Assets and which is required by an Environmental Law;

**Event of Default:** has the meaning given to it in the Facility Agreement;

**Facility Agreement:** means the facility agreement dated on or about the date of this Deed between the Chargor and the Lender under which the Lender has agreed to make available certain loan facilities to the Chargor;

**Finance Documents:** means the Facility Agreement and other documents

	as defined in the Facility Agreement;
<b>Financial Collateral:</b>	shall have the meaning given to that expression in the Financial Collateral Regulations;
<b>Financial Collateral Regulations:</b>	means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226);
<b>Fixtures:</b>	includes all buildings, erections and structures at any time on or in the course of construction on the Mortgaged Property and includes all fixtures, fittings, plant, materials, machinery, equipment, installations and apparatus now and from time to time in or on the Mortgaged Property;
<b>Floating Charge Assets:</b>	means the assets charged pursuant to clause 3.3;
<b>Insurances:</b>	means all contracts and policies of insurance of whatever nature which are from time to time taken out by or with the authority or on behalf of the Chargor in relation to the Security Assets or any part of them;
<b>Insured Risks:</b>	means fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion, malicious damage, landslip, subsidence, burst pipes, environmental pollution, terrorist acts and other such risks as the Lender may, from time to time, require including demolition and site clearance costs and expenses and architects', surveyors' and other professional fees and all other incidental expenses;
<b>Mortgaged Property:</b>	means all the freehold and leasehold property specified in Schedule 1 and any other freehold or, as the case may be, leasehold property which is the

subject of a Security Interest under this Deed;

**Planning Acts:**

means the consolidating Acts as defined in the Planning (Consequential Provisions) Act 1990 together with the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008 and the Localism Act 2011 and all applicable laws, orders, regulations, instruments, by laws, instructions and standards, whether national, regional or local, including any subordinate legislation relating to town and country planning and to the use and/or occupation of a Mortgaged Property;

**Potential Event of Default:**

has the meaning given to it in the Facility Agreement;

**Receiver:**

means a receiver or receiver and manager of the whole or any part of the Security Assets;

**Related Rights:**

means, in relation to any asset which comprises the Security Assets:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) the benefit of all rights, covenants, easements, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset

**Secured Liabilities:**

means all present and future monies, obligations and liabilities now or hereafter due owing or incurred to the Lender by the Chargor under the terms of any Finance Document (including, without limitation, under any amendments, supplements or restatements of any of the Finance Documents or in relation to any new or increased advances or utilisations), and in respect of any Additional Funding provided under the Facility Agreement (whether present or future, actual or contingent) and whether owed by the Chargor as principal or surety or incurred solely or jointly with another, together with all interest accruing thereon and all costs, charges and expenses incurred by the Lender in connection therewith;

**Securities:**

means all shares, stock, loan capital, bonds, warrants, debentures, securities (whether or not marketable) and other securities present and future (certificated or uncertificated) or units in an account of balance (whether held in the name of the Chargor or by a nominee) of the Chargor and all income and rights deriving from or attaching to the same including any:

- (a) dividend, interest or other distribution paid or payable in relation to any of the securities; and
- (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the securities by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.;

**Security:**

means the security constituted by or pursuant to

this Deed;

**Security Assets:**

means all the assets, rights, property and undertaking of the Chargor from time to time mortgaged, charged, assigned or agreed to be assigned to, the Lender by the Chargor under this Deed including, without limitation, the Mortgaged Property;

**Security Financial  
Collateral Arrangement:**

shall have the meaning given to that expression in the *Financial Collateral Regulations*

**Security Interest:**

means any mortgage, pledge, lien, charge, security assignment, right of set off, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security (including, for the avoidance of doubt, a floating charge) or any other type of preferential arrangement (including, without limitation, title transfer or retention of title) having a similar effect;

**Security Period:**

means the period beginning on the date hereof and ending on the date upon which the Lender is satisfied that all the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and no further Secured Liabilities are capable of being outstanding;

**Tax:**

includes any form of taxation, levy, duty, charge, contribution or impost of whatever nature (including any applicable fine, penalty, surcharge or interest) imposed by any government authority, body or official (whether central, local, state or federal) anywhere in the world competent to impose any of them;

**Valuation:** means any valuation relating to the Mortgaged Property supplied to the Lender by the Chargor (or on its behalf)

## 1.2 Interpretation

In this Deed, unless the context otherwise requires, a reference to:

- 1.2.1 **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.2 an **authorisation** includes an authorisation, consent, approval, resolution, licence, exemption, filing or registration;
- 1.2.3 the **Chargor** or the **Lender** includes a reference to its respective successors, permitted assigns and permitted transferees;
- 1.2.4 a **person** includes a permitted body corporate, unincorporated association and partnership, in each case, whether or not having a separate legal personality;
- 1.2.5 a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.6 one gender shall include a reference to other genders; an individual will be treated as including corporations and vice versa; words importing the singular will be treated as including the plural and vice versa and words importing the whole will be treated as including a reference to any part, in each case except where the context specifically requires otherwise;
- 1.2.7 this Deed or to any provision of this Deed or any other document (including, without limitation any of the Finance Documents) is a reference to it as amended, restated, supplemented, varied or novated from time to time;
- 1.2.8 the words **include** or **including** (or any similar term) are not to be construed as implying any limitation and general words introduced by the word **other** (or any similar term) will not be given a restrictive meaning by reason of the

fact that they are preceded or followed by words indicating a particular class of acts, matters or things; and

- 1.2.9 a statute, a statutory provision, enactment or an EC Directive or subordinate legislation is a reference to any amendment, modification, extension, consolidation, replacement or re-enactment of any such statute, statutory provision, enactment or EC Directive, whether before or after the date of this Deed;
- 1.2.10 the making of an administration order shall be treated as including a reference to the appointment of an Administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of the Chargor's property) or paragraph 22 (by the Chargor or the directors of the Chargor) of Schedule B1 to the Insolvency Act 1986; and
- 1.2.11 the making of an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an Administrator under paragraphs 14 or 22 of that Schedule, or giving notice under paragraphs 15 or 26 of that Schedule of intention to appoint an Administrator.

### **1.3 Facility Agreement**

- 1.3.1 Words and expressions defined in the Facility Agreement will have the same meanings when used in this Deed, unless the context otherwise requires. In the case of inconsistency, definitions set out in the Facility Agreement will prevail.
- 1.3.2 In the event of any inconsistency, ambiguity or discrepancy between the provisions of the Facility Agreement and the provisions of this Deed, then the provisions of the Facility Agreement shall prevail.

### **1.4 Headings**

The clause, paragraph and Schedule headings and the table of contents are inserted for ease of reference only and will not affect construction.



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

For the purposes of Rule 68 of the Land Registration Rules 2003 (as amended) the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will be extended by the provisions of this Deed.

**1.6 Nature of security over Mortgaged Property**

A reference in this Deed to a **charge or mortgage of or over the Mortgaged Property** includes:

1.6.1 all buildings and Fixtures and fittings (including trade and tenant's Fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Mortgaged Property at any time; and

1.6.2 all Related Rights.

**1.7 Third party rights**

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

**1.8 Qualifying floating charge**

This Deed contains a qualifying floating charge which gives the Lender the power to appoint an administrator of the Chargor and paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.2 of this Deed.

**1.9 Avoidance of payments**

If the Lender considers an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the insolvency, liquidation or administration of the Chargor or otherwise set aside, that amount shall not have been irrevocably and unconditionally paid for the purposes of this Deed.

## **2 Payment of Secured Liabilities**

### **2.1 Covenant to pay**

The Chargor covenants with the Lender that it will, on demand, pay and discharge the Secured Liabilities as and when they fall due for payment in the manner provided in the relevant Finance Document.

### **2.2 Interest on demand**

If the Chargor fails to pay any sum on the due date for payment of that sum the Chargor will pay interest on such sum (before and after any judgment) from the date of demand until the date of payment calculated at the Default Rate.

## **3 Security**

### **3.1 Fixed charges**

The Chargor hereby charges in favour of the Lender with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities:

3.1.1 (a) by way of legal mortgage the Mortgaged Property;

(b) by way of a first fixed legal mortgage all estates or interests in any freehold or leasehold property (except any assets specified in clause 3.1.1(a)) now or in the future belonging to it;

3.1.2 by way of first fixed charge:

(a) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held or utilised by the Chargor in connection with the Security Assets or the use of any of the Security Assets and all rights in connection with them;

(b) the benefit of all other licences, guarantees, rents, deposits, contracts, guarantees, appointments, covenants and warranties relating to the Mortgaged Property and other documents to which the Chargor is a party or which are in its favour or of which it has the benefit relating to letting, development, sale, purchase, use or the operation of the

Mortgaged Property or any part of it or otherwise relating to the Mortgaged Property;

- (c) all furniture, furnishings, tools, plant, vehicles, installations, apparatus, computers, computer software and hardware and office and other equipment and other chattels belonging to the Chargor and not regularly disposed in the ordinary course of business together with the benefit of all spare parts, replacements modifications and additions, contracts, licences and warranties relating to the same;
- (d) all Fixtures;  
  
all present and future goodwill, uncalled and called but unpaid capital of the Chargor;
- (e) insofar as the legal mortgages referred to in clause 3.1.1 shall for any reason be ineffective as a legal mortgage, the assets referred to in those clauses;
- (f) all Book Debts;
- (g) all the Securities;
- (h) all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each designated account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest;
- (i) all its rights in respect of each Insurance including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance, to the extent not effectively assigned under clause 3.2.

### **3.2 Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- 3.2.1 all its rights in each Insurance, including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance; and
- 3.2.2 the benefit of all other agreements, instruments and rights relating to the Secured Assets.

### **3.3 Floating charge**

Subject to the terms of the Facility Agreement, the Chargor hereby charges in favour of the Lender with full title guarantee for the payment and discharge of the Secured Liabilities by way of floating charge the whole of the Chargor's undertaking, property and assets, present and future wherever situate not from time to time subject to an effective mortgage, fixed charge or assignment under this Deed.

### **3.4 Assets acquired after any floating charge has crystallised**

Any assets acquired by the Chargor after any crystallisation of the floating charge created under this Deed that, but for that crystallisation, would be subject to a floating charge under this Deed, shall (unless the Lender confirms otherwise to the Borrow in writing) be charged to the Lender by way of first fixed charge.

## **4 Conversion of the Floating Charge**

### **4.1 Notice of conversion**

- 4.1.1 The Lender may, in its sole discretion, from time to time, by notice in writing to the Chargor following the occurrence of Event of Default which is continuing or if the Lender considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to otherwise be in jeopardy, convert the floating charge contained in clause 3.3 into a fixed charge as regards any Floating Charge Assets specified in such notice.
- 4.1.2 The floating charge contained in clause 3.3 may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000.

## **4.2 Automatic conversion**

Notwithstanding anything contained in this Deed, if (without the prior written consent of the Lender):

- 4.2.1 the Chargor creates any Security Interest over or otherwise encumbers any of the Security Assets created by this Deed or attempts to do so other than as permitted under the Finance Documents;
- 4.2.2 the Chargor creates, or attempts to create a trust in favour of another person over all or any part of the Security Assets; or
- 4.2.3 disposes, or attempts to dispose of, all or any part of the Security Assets (other than Security Assets that are only subject to the floating charge while it remains uncrystallised);
- 4.2.4 any person levies or attempts to levy any distress, execution, diligence, sequestration or other process against the Security Assets;
- 4.2.5 a resolution is passed or a petition is presented for the winding up, dissolution, administration or re-organisation of the Chargor other than any petition which is frivolous and vexatious has been disclosed to the Lender and is being diligently contested by the Chargor;
- 4.2.6 a receiver, an administrative receiver or a receiver and manager is appointed over the Security Assets or, if any person entitled to do so, gives notice of intention to appoint a receiver, an administrative receiver or a receiver and manager over the Security Assets or files such a notice with the court; or
- 4.2.7 an Administrator is appointed in respect of the Chargor or the Lender receives notice of an intention to appoint an Administrator pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of the Chargor,

the floating charge created by this Deed over the Floating Charge Assets shall with immediate effect and without notice automatically convert into a fixed charge.

## **5 The Land Registry and further advances**

### **5.1 Land registration**

The Chargor hereby consents to an application being made to the Chief Land Registrar by or on behalf of the Lender to enter the following restriction (in form P of Schedule 4 to the Land Registration Rules 2003) in the Proprietorship Register of any property which is, or is required to be, registered forming part of the Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [the date of this Deed] in favour of Broadland Housing Association Limited (as Lender) referred to in the Charges Register or their conveyancer or an individual identified as an authorised signatory of the Lender".

## **5.2 Implied covenants**

For the purposes of Rule 68(1) of the Land Registration Rules 2003, the covenants set out in Sections 2 to 5 (inclusive) of the Law of Property (Miscellaneous Provisions) Act 1994 will be extended by the provisions of this Deed.

## **5.3 Further advances**

- 5.3.1 Subject to the terms of the Finance Documents, the Lender is under an obligation to make further advances to the Chargor.
- 5.3.2 For the purposes of section 94(1)(c) of the Law of Property Act 1925, section 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003, the obligation on the Lender to make further advances will be deemed to be incorporated in this Deed as if the same were set out in this Deed.
- 5.3.3 For the purposes of the Land Registration Rules 2003 and section 49(3) of the Land Registration Act 2002, the Chargor hereby consents to an application being made to the Chief Land Registrar by or on behalf of the Lender for the entry of a note of the obligation to make further advances on the Charges Register of any registered land forming part of the Mortgaged Property.

## **6 Further assurance**

### **6.1 Further assurance: general**

The Chargor shall, at its own expense, promptly do all such acts or execute all such documents (including, without limitation, assignments, transfers, mortgages, charges, notices and instructions) as the Lender or any Receiver may specify (and in such form as the Lender or any Receiver may require) in favour of the Lender or its nominees:

6.1.1 to perfect or protect the security created or intended to be created in respect of the Security Assets (which may include the execution by the Chargor of a mortgage, fixed charge or assignment over all or any of the assets constituting, or intended to constitute, Security Assets) or for the exercise of the Collateral Rights; and/or

6.1.2 to facilitate the realisation of the Security Assets; and/or

6.1.3 to obtain all necessary consents to procure the registration of this Deed with the registrar of companies (if applicable) and, in respect of the Mortgaged Property, at the Land Registry or on the Land Charges Register, as appropriate.

### **6.2 Consents**

The Chargor will use all reasonable endeavours to obtain (in form and content satisfactory to the Lender) as soon as possible any consents necessary to enable the relevant Security Assets purported to be so charged to be the subject of an effective fixed charge pursuant to clause 3.1 and, immediately upon obtaining any such consent, the relevant Security Asset shall become subject to such Security and the Chargor shall promptly deliver a copy of each such consent to the Lender.

### **6.3 Preservation of rights**

Neither the obligations of the Chargor contained in this Deed nor the rights, powers and remedies conferred in respect of the Chargor upon the Lender by the Finance Documents or by law shall be discharged, prejudiced or otherwise affected by:

6.3.1 the winding-up, dissolution, administration or reorganisation of the Chargor or any other person or any change in its status, function, control or ownership;

- 6.3.2 any of the obligations of the Chargor or any other person under the Finance Documents or under any other security relating to the Finance Documents being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- 6.3.3 any time or other indulgence being granted or agreed to be granted to the Chargor or any other person in respect of its obligations under the Finance Documents;
- 6.3.4 any amendment to, or any variation, waiver or release of any obligation of the Chargor or any other person under the Finance Documents;
- 6.3.5 any failure to take, or fully to take, any security contemplated by the Finance Documents or otherwise agreed to be taken in respect of the Chargor's or any other person's obligations under the Finance Documents;
- 6.3.6 any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any security taken or agreed to be taken in respect of the Chargor's or any other person's obligations under the Finance Documents; or
- 6.3.7 any other act, event or omission which, but for this clause 6.3, might operate to discharge, impair or otherwise affect any of the obligations of the Chargor or any other person or any of the rights, powers or remedies conferred upon the Lender by the Finance Documents or by law.

## **7 Negative pledge and disposal restrictions**

### **7.1 Negative pledge**

Save as permitted by the Facility Agreement, the Chargor will not, without the prior written consent of the Lender, create, purport to create, or permit to subsist (in favour of any person other than the Lender) any Security Interest over any of the Security Assets now or in the future, or agree or attempt to do so, or increase or extend any liability of the Chargor secured on any of the Security Assets.

### **7.2 Disposal of fixed charge assets**

Save as permitted by the Facility Agreement, the Chargor will not, without the prior written consent of the Lender (whether by a single transaction or number of related or unrelated transactions, and whether at the same time or over a period of time) sell,



transfer, lease out, lend or otherwise dispose of (or purport to do so) any of the Security Assets charged by clause 3.1 and/or 3.2 or following the crystallisation of the floating charge created by clause 3.3 the Floating Charge Assets charged by clause 3.3 or any interests therein or the right to receive or to be paid the proceeds arising from their disposal or agree or attempt to do so.

### **7.3 Disposal of Floating Charge Assets**

The Chargor will not dispose of (or purport to do so) any of the Floating Charge Assets charged by clause 3.3 other than in the ordinary course of and for the purposes of, carrying on its trading business whilst the floating charge remains uncrystallised.

### **7.4 Create an interest**

The Chargor will not create or grant (or purport to create or grant) any interest in the Security Assets in favour of a third party.

## **8 Representations and warranties**

### **8.1 Duration and to whom made**

The representations and warranties made by the Chargor in this clause 8 will remain in force and will be deemed repeated on each day falling during the Security Period and are given to the Lender.

### **8.2 Matters represented – Mortgaged Property**

Except as disclosed in writing to the Lender or in the Certificate of Title on or prior to the date of this Deed or on or prior to the date the Mortgaged Property becomes subject to a fixed charge hereunder:

- 8.2.1 the Chargor is the legal and beneficial owner of the Mortgaged Property, and has good and marketable title to the Mortgaged Property;
- 8.2.2 planning permission has been obtained or is deemed to have been granted in accordance with statute for the purposes of the Planning Acts and has been complied with in respect to any development and the existing use of the Mortgaged Property, and the Planning Acts and all relevant building regulations or previously relevant building bye-laws have been complied with in respect of all developments, alterations and improvements to the

Mortgaged Property and they have also been complied with in respect of the use of the Mortgaged Property;

- 8.2.3 there are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever affecting the Mortgaged Property which materially adversely affect or are likely to materially adversely affect the value of the Mortgaged Property or the ability of the Chargor to perform its obligations owed to the Lender;
- 8.2.4 nothing has arisen or has been created or is subsisting which would be an overriding interest over the Mortgaged Property which materially adversely affects or is likely to materially adversely affect the value of the Mortgaged Property or the ability of the Chargor to perform its obligations owed to the Lender;
- 8.2.5 no facilities necessary for the enjoyment and use of the Mortgaged Property are enjoyed by the Mortgaged Property on terms entitling any person to terminate or curtail its or their use which materially adversely affects or is likely to materially adversely affect the value of the Mortgaged Property or the ability of the Chargor to perform its obligations owed to the Lender;
- 8.2.6 the Chargor has received no notice of any adverse claims by any person in respect of the ownership of the Mortgaged Property or any interest therein, nor has any acknowledgement been given to any person in respect thereof which has not been disclosed to the Lender;
- 8.2.7 nothing has arisen, or has been created, which would be an overriding interest in any Mortgaged Property;
- 8.2.8 the Mortgaged Property will be free from any tenancies or licences, other than those tenancies or licences permitted under the Facility Agreement;
- 8.2.9
  - (a) all written information supplied by the Chargor or on its behalf for the purpose of each Valuation and Certificate of Title was true and accurate in all material respects as at its date or as at the date (if any) on which it was stated to be given;

- (b) the information referred to in clause 8.2.9(a) was, as at its date or as at the date (if any) on which it was stated to be given, complete and the Chargor did not omit to supply any information which, if disclosed, would adversely affect the Valuation or Certificate of Title; and
  - (c) in the case of the first Valuation or Certificate of Title only, nothing has occurred since the date the information referred to in clause 8.2.9(a) was supplied and the date of this Deed which would adversely affect such Valuation or Certificate of Title;
- 8.2.10 the Chargor has disclosed to the Lender full details of all inspections, investigations, studies, Environmental Audits and other analyses commissioned by it in relation to environment matters in respect of the Mortgaged Property and any adjoining land;
- 8.2.11 the Chargor is, and has at all times been, in compliance with all applicable Environmental Law; and
- 8.2.12 the Chargor has obtained and is, and has at all times been, in compliance with all Environmental Licences.

### **8.3 Matters represented – Security Assets**

- 8.3.1 The Chargor is the sole legal and beneficial owner of the Security Assets.
- 8.3.2 There are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever affecting the Security Assets which materially adversely affect or are likely to materially adversely affect the Security Assets or the ability of the Chargor to perform its obligations owed to the Lender.
- 8.3.3 No facilities necessary for the enjoyment and use of the Security Assets are enjoyed by the Security Assets on terms entitling any person to terminate or curtail its or their use which materially adversely affects or is likely to materially adversely affect the Security Assets or the ability of the Chargor to perform its obligations owed to the Lender.
- 8.3.4 The Chargor has received no notice of any adverse claims by any person in respect of the ownership of the Security Assets or any interest therein, nor has any acknowledgement been given to any person in respect thereof which has not been disclosed to the Lender.

#### **8.4 Security created**

Subject to registration with the registrar of companies (if applicable), at the Land Registry or at the Land Charges Registry as appropriate, this Deed creates those Security Interests it purports to create ranking as set out above and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

#### **8.5 Enforceable Security**

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

#### **8.6 Securities**

8.6.1 The Securities are fully paid and are not subject to any option to purchase or similar rights.

8.6.2 No constitutional document of an issuer of a Security, nor any other agreement:

(a) restricts or inhibits any transfer of the Securities on creation or enforcement of the security constituted by this deed; or

(b) contains any rights of pre-emption in relation to the Securities.

8.6.3 The Borrower has complied with all notices relating to all or any of the Securities received by it pursuant to sections 790D and 790E of the Companies Act 2006.

8.6.4 No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006, and no restrictions notice has been issued under paragraph 1(3) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Securities.

#### **9 General undertakings**

##### **9.1 Duration and benefit**

The undertakings in this clause 9:

9.1.1 shall remain in force during the Security Period; and

9.1.2 and are given to the Lender.

## **9.2 Not to jeopardise the Security**

The Chargor will not do or allow to be done anything which could reasonably be expected to decrease the value of or otherwise prejudice the Security to the Lender (other than fair wear and tear arising from the use of the Security Assets in the ordinary course of business) or the effectiveness of the security created by this Deed.

## **9.3 Maintenance**

The Chargor will keep all plant, machinery, Fixtures, fittings, vehicles, computers and other equipment included in the Security Assets in a good state of repair and in good working order and condition and when necessary replace the same by items of similar quality and value.

## **9.4 Information and access**

9.4.1 The Chargor will, at the request of the Lender, promptly provide the Lender with such information as the Lender may reasonably require about the Security Assets and the Chargor's compliance with the terms of this Deed and the Chargor will permit the Lender, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice:

- (a) to view the Security Assets (without becoming liable as mortgagee in possession);
- (b) enter on and inspect the Mortgaged Property on reasonable prior notice; and
- (c) to inspect and take copies and extracts from such books, accounts and records of the Chargor as relate to the Security Assets.

If it fails to do so, the Lender may elect to provide such information as it may have on behalf of the Chargor, including under requests for information made under sections 790D, 790E and 793 of the Companies Act 2006.

9.4.4 The Chargor shall promptly notify the Lender in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Chargor's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Lender's prior approval, implement those proposals at its own expense.

**9.5 New property**

The Chargor shall inform the Lender promptly of any acquisition by the Chargor of, or contract made by the Chargor to acquire, any freehold, leasehold or other interest in any property.

**9.6 Law**

9.6.1 The Chargor shall not, without the Lender's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.

9.6.2 The Chargor shall:

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

**9.7 Enforcement of rights**

The Chargor shall use its best endeavours to enforce any rights and institute, continue or defend any proceedings relation to any of the Security Assets that the Lender may require from time to time.

**9.8 Notice of misrepresentation and breaches**

The Chargor shall, promptly on becoming aware of any of the same, notify the Lender in writing of:

9.8.1 any representation or warranty set out in clause 8 or clause 9 which is incorrect or misleading in any material respect when made or deemed to be repeated; and

9.8.2 any breach of any covenant set out in this Deed.

**10 Liability of the Chargor**

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

10.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

10.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

10.3 any other act or omission that, but for this clause 10.1, might have been discharged, or otherwise prejudiced or affected, the liability of the Chargor.

**10.4 Immediate recourse**

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

**11 Mortgaged Property**

The Chargor undertakes to the Lender at all times during the Security Period, in accordance with the Facility Agreement:

**11.1 Repair**

to keep the Mortgaged Property in good and substantial repair and condition;

**11.2 Outgoings**

to pay punctually all Taxes, rents, rates, duties, assessments and other outgoings payable in respect of the Mortgaged Property;

**11.3 Covenants**

to:

11.3.1 observe and perform all covenants, stipulations and conditions to which the Mortgaged Property, or the use of it, is or may be subjected, and (if the Lender so requires) produce evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed;

11.3.2 diligently enforce all covenants, stipulations and conditions benefiting the Mortgaged Property and shall not (and shall not agree to) waive, release or vary any of the same; and

11.3.3 (without prejudice to the generality of the foregoing) where the Mortgaged Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.

**11.4 Development**

(within the meaning of that expression in the Planning Acts and being development for which the permission of the local planning authority is required) other than in accordance with the Business Plan or otherwise not without the prior written consent of the Lender to carry out or permit any development of the Mortgaged Property, or remove any of the Fixtures on the Mortgaged Property (except in connection with the renewal or replacement of them);

**11.5 User**

to use the Mortgaged Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts;



## **11.6 Planning**

- 11.6.1 to comply with any conditions attached to any planning permissions relating to or affecting the Mortgaged Property;
- 11.6.2 not without the prior written consent of the Lender to make any application for planning permission or implement any planning permission obtained or enter or agree to enter into any agreement or undertaking under the Planning Acts in each case in respect of the Mortgaged Property;

## **11.7 Notices**

to pass onto the Lender immediately upon receipt a copy of any notice or proposal for a notice or order served on the Chargor by any public or local or any other authority in respect of the Mortgaged Property or any part thereof and to give notice to the Lender immediately on becoming aware of any other matter which is likely to affect adversely the value of the Mortgaged Property, and in each case if the Lender so requires or approves and at the Chargor's cost to make such representations in respect of such notice or order as the Lender may require;

## **11.8 Information**

at the request of the Lender promptly to provide the Lender with such documents or information relating to the Mortgaged Property or its development as the Lender may reasonably require;

## **11.9 Compliance with leases**

where the Mortgaged Property is leasehold or subject to any lease, agreement for lease, tenancy or licence:

- 11.9.1 to observe and perform all the covenants, stipulations and obligations contained in any lease, agreement for lease, tenancy or licence affecting the Mortgaged Property of which the Chargor is the lessee, tenant or licensee; and
- 11.9.2 to comply with all covenants on the part of the lessor or licensor contained in the lease, agreement for lease, tenancy or licence affecting the Mortgaged Property of which the Chargor is the lessor or licensor;

## **11.10 Environmental matters**

- 11.10.1 to obtain and maintain all licences required by it under Environmental Law and comply in all material respects with all Environmental Law applicable to it; and
- 11.10.2 to ensure that no Dangerous Substances are used, disposed of, generated, stored, transported, deposited, buried or emitted at, on, from or under any premises (whether or not owned, leased, occupied or controlled by it) in circumstances where this might result in a liability of the Lender;

## **11.11 Leases**

- 11.11.1 save as permitted by the Facility Agreement, not without the previous consent in writing of the Lender to grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of the Mortgaged Property or any part thereof or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property and provided, on request by the Lender, it notifies the Lender of all leases, tenancies, licences or rights to occupy granted or surrendered by it and if so reasonably requested by the Lender provided it sends a copy thereof to the Lender forthwith upon request;
- 11.11.2 to enforce and not waive or release the covenants, conditions, agreements and obligations contained in or imposed by any agreement or document relating to the Mortgaged Property or any guarantee in respect of the obligations of the tenants, lessees, licensees or other parties thereunder *which materially affects or is reasonably likely to materially affect the value of the Mortgaged Property*;
- 11.11.3 not without the prior written consent of the Lender to accept or agree to accept the surrender or alteration of any agreement or document relating to the Mortgaged Property which materially affects or is reasonably likely to materially affect the value of the Mortgaged Property and observe and perform all the covenants, conditions, agreements and obligations on its part in all material respects; and
- 11.11.4 to deliver to the Lender within 14 days of demand full particulars of all agreements and documents relating to the Mortgaged Property.

## **11.12 Commonhold**

not to convert, or permit the conversion of, any freehold estate of any of the Mortgaged Property to a freehold estate in commonhold land under Part 1 of the Commonhold and Leasehold Reform Act 2002.

## **11.13 Restrictive obligations**

not to, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Mortgaged Property, or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Mortgaged Property.

## **11.14 Proprietary Rights**

to procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Mortgaged Property without the prior written consent of the Lender.

## **11.15 Maintenance of interests in Properties**

not to, without the prior written consent of the Lender:

11.15.1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Mortgaged Property, or exercise, or agree to exercise, the statutory powers of leasing or of accepting surrenders under sections 99 or 100 of the Law of Property Act 1925; or

11.15.2 in any other way dispose of, surrender or create, or agree to dispose of, surrender or create, any legal or equitable estate or interest in the whole or any part of any Mortgaged Property.

## **12 Insurance**

### **12.1 Insured Risks**

Except where insured by the lessor of any Mortgaged Property, the Chargor will insure all of the Security Assets (which are of an insurable nature) against:

12.1.1 the Insured Risks; and

12.1.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargor.

**13 Deposit of title deeds**

**13.1 The Chargor will**

13.1.1 on the execution of this Deed, deposit all Deeds, stock or share certificates, Insurances, and other documents of title relating to the Security Assets with the Lender, or as the Lender may direct, and such other documents relating to the Security Assets as the Lender may require from time to time, for the duration of the Security Period, except to the extent that any such Security Assets are released by the Lender pursuant to the terms of the Facility Agreement; and

13.1.2 on the purchase or acquisition by it of Securities after the date of this deed, deposit with the Lender or as the Lender may direct, all deed, stock or share certificates and other documents of title or evidence of ownership relating to those Securities.

13.2 At the same time as depositing documents with the Lender, or as the Lender may direct, in accordance with clause 12.1, the Chargor shall also deposit with the Lender, or as the Lender may direct:

13.2.1 all stock transfer forms relating to the relevant Securities duly completed and executed by or on behalf of the Chargor, but with the name of the transferee, the consideration and the date left blank; and

13.2.2 any other documents (in each case duly completed and executed by or on behalf of the Chargor) that the Lender may request to enable it or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain a legal title to, or to perfect its security interest in any of the relevant Securities;

so that the Lender may, at any time and without notice to the Chargor, complete and present those stock transfer forms and other documents to the issuer of the Securities for registration.

## **14 Power to remedy**

In the case of default by the Chargor in repairing or keeping in repair or insuring the Security Assets or any part thereof or in observing or performing any of the covenants or stipulations affecting the same, the Chargor will permit the Lender or its agents and contractors to enter on the Security Assets and to comply with or object to any notice served on the Chargor in respect of the Security Assets and to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as the Lender may consider are necessary or desirable to prevent or remedy any breach of covenant or stipulation or to comply with or object to any notice. The Chargor will indemnify and keep the Lender indemnified against all losses, costs, charges and expenses reasonably incurred in connection with the exercise of the powers contained in this clause 14.

## **15 Enforcement of Security**

### **15.1 Lender has Receiver's powers**

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

### **15.2 When Security becomes enforceable**

The Security shall be immediately enforceable if an Event of Default occurs and is continuing. After the Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of such Security at the times, in the manner, and on the terms as it shall think fit and take possession of or hold or dispose of all or any part of the Security.

### **15.3 Exercise of powers**

Subject to the terms of the Facility Agreement, at any time after the Security becomes immediately enforceable, the Lender may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the

Law of Property Act 1925 (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.

#### **15.4 Right of Appropriation**

15.4.1 To the extent that:

- (a) the Secured Assets constitute Financial Collateral; and
- (b) this Deed and the obligations of the Chargor under it constitute a Security Financial Collateral Arrangement;

the Lender shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lender may, in its absolute discretion, determine.

15.4.2 The value of any Secured Assets appropriated in accordance with this clause shall be:

- (a) in the case of cash, the amount standing to the credit of each of the Chargor's accounts with any bank, financial institution or other person, together with all interest accrued but unposted, at the time the right of appropriation is exercised; and
- (b) in the case of Securities, the price of those Securities at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Lender may select (including independent valuation).

15.4.3 The Chargor agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

#### **15.5 Possession**

If the Lender, any Receiver or any Delegate of any such person takes possession of the Security Assets, it or he may at any time relinquish such possession.

## **15.6 No liability as mortgagee in possession**

Neither the Lender, any Receiver, any Delegate nor any Administrator shall be liable, by reason of entering into possession of a Security Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

## **15.7 Power of sale**

The power of sale under this Deed may be exercised notwithstanding that the Lender or the Receiver may have previously waived or refrained from exercising that power; and no demand or notice of sale made or given under this Deed will be waived by the acceptance of any payment on account of the Secured Liabilities, or by any negotiations between the Lender and the Chargor or any other party who is acting as agent for the Chargor or on behalf of it.

## **15.8 Receiver's liability**

All the provisions of clause 15.6 will apply, mutatis mutandis, in respect of the liability of any Receiver and Delegate of the Receiver or the Lender or any officer, employee or agent of the Lender, any Receiver or any Delegate.

## **16 Extension and variation of the Law of Property Act 1925**

### **16.1 Extension of powers**

The power of sale or other disposal conferred on the Lender and on any Receiver by this Deed will operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power will arise (and the Secured Liabilities will be deemed due and payable for that purpose) on the execution of this Deed.

### **16.2 Restrictions**

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 will not apply to this Deed or to the exercise by the Lender of its right to consolidate all or any of the Security with any other security in existence at any time or to its power of sale, which powers may be exercised by the Lender without notice to the Chargor.

### **16.3 Power of leasing**

The statutory powers of leasing may be exercised by the Lender at any time and the Lender and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it will think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

### **16.4 Non-application**

The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply to clause 3 being:

16.4.1 the words 'other than any charges, encumbrances or rights which that person does not and would not reasonably be expected to know about' in Section 3(1);

16.4.2 the words 'except to the extent that' and all words thereafter in Section 3(2); and

16.4.3 Section 6(2).

### **16.5 Application**

Section 109(8) of the Law of Property Act 1925 will not apply, and, subject to the terms of the Facility Agreement, all monies received by the Lender or any Receiver in the exercise of any powers conferred by this Deed will be applied in the following order:

16.5.1 in the payment of:

- (a) all costs, charges, liabilities and expenses incurred by the Lender or any Receiver in the exercise of those powers or incidental to any Receiver's appointment, together with interest at the applicable rate set out in clause 2.2 (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full; and
- (b) any Receiver's remuneration;



- 16.5.2 in or towards discharge of all liabilities having priority to the Secured Liabilities;
- 16.5.3 in or towards the satisfaction of the Secured Liabilities in such order as the Lender determines; and
- 16.5.4 in the payment of any surplus to the Chargor or other person entitled to it.

#### **16.6 Appropriation**

Neither the Lender, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

#### **16.7 Suspense account**

All monies received by the Lender, a Receiver or a Delegate under this Deed:

- 16.7.1 may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;
- 16.7.2 shall bear interest, if any, at the rate agreed in writing between the Lender and the Chargor; and
- 16.7.3 may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

#### **16.8 Access on enforcement**

- 16.8.1 At any time after the Lender has demanded payment of the Secured Liabilities or if the Chargor defaults in the performance of its obligations under this Deed or the Facility Agreement, the Chargor will allow the Lender or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Lender or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Chargor for, or by any reason of, that entry.

16.8.2 At all times, the Chargor must use its best endeavours to allow the Lender or its Receiver access to any premises for the purpose of clause 16.8.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

#### **16.9 Prior Security**

16.9.1 At any time after the security constituted by this Deed has become enforceable, or after any powers conferred by any Security having priority to this Deed shall have become exercisable, the Lender may:

- (a) redeem that or any other prior Security;
- (b) procure the transfer of that Security to it; and
- (c) settle and pass any account of the holder of any prior Security.

16.9.2 The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the Chargor. All monies paid by the Lender to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Lender, be due from the Chargor to the Lender on current account and shall bear interest [at the default rate of interest specified in the Facility Agreement] and be secured as part of the Secured Liabilities.

#### **16.10 Protection of Third Parties**

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

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

#### **16.11 Privileges**

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

**16.12 Application of sums received**

The Chargor will have no rights in respect of the application by the Lender of any sums received, recovered or realised by the Lender under this Deed.

**17 Appointment of Receiver**

**17.1 Appointment and removal**

Subject to the terms of the Facility Agreement, at any time after the Security becomes enforceable, or if requested to do so by the Chargor, the Lender may by deed or otherwise (acting through an authorised officer of the Lender), without prior notice to the Chargor:

- 17.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Security Assets or an Administrator of the Chargor;
- 17.1.2 remove (so far as it is lawfully able) any Receiver or an Administrator so appointed; and
- 17.1.3 appoint another person(s) as an additional or replacement Receiver(s) or Administrator(s).

**17.2 Capacity of Receivers**

Each person appointed to be a Receiver under this Deed will be:

- 17.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;
- 17.2.2 for all purposes will be deemed to be the agent of the Chargor which will be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver will at any time act as agent for the Lender; and

17.2.3 *entitled to remuneration for his services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).*

**17.3 Statutory powers of appointment**

The powers of a Receiver will be in addition to all statutory and other powers of the Lender under the Law of Property Act 1925 (as extended by this Deed), an administrative receiver under the Insolvency Act 1986 or otherwise and such powers will remain exercisable from time to time by the Lender in respect of any part of the Security Assets.

**18 Powers of Receiver**

**18.1 Powers**

Every Receiver appointed by the Lender will (in addition to all powers conferred on him by law) have the following powers exercisable in respect of the Security Assets upon such terms and conditions as he thinks fit:

18.1.1 to take possession of and generally to manage the Security Assets and any business of the Chargor;

18.1.2 to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract, transaction or arrangement to which the Chargor is or is to be a party;

18.1.3 to carry out on any Mortgaged Property (or on any other property which it may in his opinion be necessary or desirable to work upon) any development or new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment and to apply for and obtain all planning permissions, consents or licences as may be necessary or desirable for such purposes;

18.1.4 to purchase or acquire any land and purchase, acquire, grant or release any interest in or right over land and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the Mortgaged Property;

- 18.1.5 to sell, lease, licence, surrender or accept surrender of leases or licences of, charge or otherwise deal with and dispose of the Security Assets without restriction including (without limitation) power to dispose of any Fixtures separately from the land;
- 18.1.6 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;
- 18.1.7 to insure the Security Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees indemnities and security;
- 18.1.8 to engage, rely on the advice of and discharge advisers, consultants, officers, managers, agents, workmen and others;
- 18.1.9 to purchase materials, tools, equipment, goods or supplies;
- 18.1.10 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise in relation to the Security Assets or any part of them;
- 18.1.11 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purposes of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- 18.1.12 to make any elections for value added tax purposes; and
- 18.1.13 to do any other acts or things as:
  - (a) he may consider to be necessary or desirable for the realisation of the Security Assets or any part thereof;
  - (b) as he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law.

## **19 Protection of purchasers**

### **19.1 Consideration**

The receipt of the Lender or any Receiver will be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Security Assets or making any acquisition, the Lender or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

**19.2 Protection of purchaser**

No purchaser or other person dealing with the Lender or any Receiver will be bound to inquire whether the right of the Lender or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Lender or such Receiver in such dealings.

**20 Power of attorney**

**20.1 Appointment and powers**

The Chargor by way of security irrevocably appoints the Lender and every Receiver or *Administrator and any Delegate or sub-delegate severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which:*

20.1.1 the Chargor ought to have done by this Deed (including the execution and delivery of any deeds, charges, legal mortgages, assignments or other security and any transfers of the Security Assets);

20.1.2 enable the Lender and any Receiver or Administrator or any Delegate or sub-delegate to exercise, or Delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including the exercise of any right of a legal or beneficial owner of the Security Assets).

**20.2 Ratification**

The Chargor will ratify and confirm all things lawfully done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

**21 Effectiveness of Security**

**21.1 Continuing Security**

The Security will remain in full force and effect as a continuing security for the Secured Liabilities during the Security Period despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Deed in writing.

**21.2 Cumulative rights**

The Security and the Collateral Rights will be cumulative, in addition to and independent of every other security which the Lender may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Lender over the whole or any part of the Security Assets will merge into the Security.

**21.3 No prejudice**

Neither the Security nor the Collateral Rights will be prejudiced by any time or indulgence granted to the Chargor or any other person or by any other thing which might otherwise prejudice the Security or any Collateral Right.

**21.4 Remedies and waivers**

21.4.1 No failure on the part of the Lender to exercise, or any delay on its part in exercising, any Collateral Right will operate as a waiver thereof, nor will any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

28.4.3 The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

**21.5 No liability**

None of the Lender, any Receiver or any Delegate or sub-delegate will be liable by reason of:

21.5.1 taking any action permitted by this Deed; or

21.5.2 any neglect or default in connection with the Security Assets; or

21.5.3 taking possession of or realising all or any part of the Security Assets

except in the case of negligence or wilful default or fraud upon its part.

**21.6 Partial invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction will in any way be affected or impaired thereby and, if any part of the Security is invalid, unenforceable or ineffective for any reason, that will not affect or impair any other part of the Security.

**21.7 Other security**

*The Lender will not be obliged to resort to any guarantees, indemnities, Security Interests or other means of payment now or hereafter held by or available to it before enforcing this Deed and no action taken or omitted by the Lender in connection with any such guarantee, indemnity, Security Interests or other means of payment will discharge, reduce, prejudice or affect the liability of the Chargor or the Secured Liabilities nor will the Lender be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such guarantees, indemnities, Security Interests or other means of payment.*

**21.8 Variation**

No variation of the terms of this Deed will be valid unless it is in writing and executed as a deed by the Chargor and confirmed in writing by the Lender.

**22 Release of Security**

Upon the expiry of the Security Period and the Lender not being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor, the Lender will, at the request and cost of the Chargor, release and cancel the Security and procure the reassignment to the Chargor of the property and assets assigned to the Lender pursuant to this Deed and without recourse to, or any representation or warranty by, the Lender or any of its nominees.

**22.1 Discharge conditional**



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

22.1.1 the Lender or its nominee may retain this Deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

22.1.2 the Lender may recover the value or amount of such security or payment from the Chargor subsequently as if the release, discharge or settlement had not occurred.

## **23 Subsequent Security Interests**

If the Lender at any time receives or is deemed to have received notice of any subsequent Security Interest affecting all or any part of the Security Assets or any assignment or transfer of the Security Assets which is prohibited by the terms of this Deed, all payments thereafter by or on behalf of the Chargor to the Lender will be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities as at the time when the Lender received such notice.

## **24 Assignment**

### **24.1 Right of Lender to assign**

The Lender may at any time assign or otherwise transfer all or any part of its rights under this Deed, but only in circumstances where it may assign or otherwise transfer its rights under the Facility Agreement.

### **24.2 Restriction on Chargor**

The Chargor may not assign or transfer any of its rights or obligations under this Deed.

### **24.3 Confidentiality**

The Lender may give such information relating to the Chargor and the Secured Liabilities as it thinks fit to any person proposing to take an assignment and/or transfer from the Lender and/or to enter into contractual relations with the Lender with respect to this Deed.

**25 Expenses, stamp taxes and indemnity**

**25.1 Costs**

The Chargor shall, on demand, pay to, or reimburse, the Lender and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender, any Receiver or any Delegate in connection with:

25.1.1 the negotiation, preparation, execution and enforcement of this Deed;

25.1.2 the Secured Assets;

25.1.3 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's, a Receiver's or a Delegate's rights under this Deed; or

25.1.4 the exercise, preservation and/or enforcement of any of the Collateral Rights or the security contemplated by this Deed or any proceedings instituted by or against the Lender or any Receiver as a consequence of taking or holding the security or of enforcing the Collateral Rights;

25.1.5 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding up or administration of the Chargor) at the rate and in the manner specified in the Facility Agreement.

**25.2 Stamp taxes**

The Chargor will pay all stamp, stamp duty land tax, registration and other Tax to which this Deed, the Security or any judgment given in connection with it is or at any time may be subject and will, from time to time, indemnify the Lender on demand against any

liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such Tax.

### **25.3 Indemnity**

The Chargor shall indemnify the Lender, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- 25.3.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Secured Assets;
- 25.3.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
- 25.3.3 any default or delay by the Chargor in performing any of its obligations under this Deed.

Any past or present employee or agent may enforce the terms of this clause 25 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

### **26 Payments free of deduction**

All payments to be made under this Deed will be made free and clear of and without deduction or withholding whatsoever for or on account of any Tax except to the extent that the Chargor is required by law to make such payment subject to the deduction or withholding of any Tax. If any Tax or amount in respect of Tax is required to be deducted from any amounts payable or paid by the Chargor, the Chargor will pay such additional amounts as may be necessary to ensure that after the making of the deduction or withholding which is required the relevant recipient receives and retains (free from any liability in respect of any such deduction or withholding) a net amount equal to the full amount which it would have received and retained had no such deduction or withholding been made.

**27 Discretion and delegation**

**27.1 Discretion**

Any power or discretion which may be exercised or any determination which may be made hereunder by the Lender or any Receiver may be exercised or made in its *absolute and unfettered discretion without any obligation to give reasons.*

**27.2 Delegation**

Each of the Lender and any Receiver will have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it sees fit, which delegation may include power to sub-delegate and will not preclude either the subsequent exercise of such power, authority or discretion by the Lender or the Receiver itself or any subsequent delegation or revocation thereof.

**28 Perpetuity period**

The perpetuity period under the rule against perpetuities, if applicable to this Deed, will be the period of 125 years from the date of this Deed (as specified in section 5(1) of the Perpetuities and Accumulations Act 2009).

**29 Counterparts**

This Deed may be executed in counterparts, all of which when taken together will constitute a single deed.

**30 Certification**

The Chargor hereby certifies that its creation of this Deed in favour of the Lender does not contravene any of the provisions of the Companies Act 2006 or its memorandum and articles of association.

**31 Reorganisation**

This Deed will remain binding on the Chargor notwithstanding any change in the constitution of the Lender or its absorption by, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The Security will remain valid and effective in all respects in

favour of the Lender and for any assignee, transferee or other successor in title of the Lender.

**32 Set off**

32.1 The Lender may at any time set off any liability of the Chargor to the Lender against any liability of the Lender to the Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Deed. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 32.1 shall not limit or affect any other rights or remedies available to it under this Deed or otherwise.

**32.2 Exclusion of Chargor's right of set-off**

All payments made by the Chargor to the Lender under this Deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**33 Payment of monies**

**33.1 Date for payment**

Where neither the Facility Agreement nor this Deed specified the due date for payment of any monies owed by the Chargor to the Lender such monies will be due and payable to the Lender by the Chargor on demand.

**33.2 Currency**

The Chargor's liability under this Deed is to discharge the Secured Liabilities in Sterling. If at any time the Lender receives a payment (including by set-off) referable to any of the Secured Liabilities from any source in a currency other than Sterling, then such payment will take effect as a payment to the Lender of the amount in Sterling which the Lender is able to purchase (after deduction of any relevant costs) with the amount of the payment so received in accordance with its usual practice.

**33.3 Currency indemnity**

If a payment is made under a court order or in satisfaction of a claim or proof and is treated by clause 33.2 as a payment of an amount which falls short of the relevant

liability of the Chargor expressed in Sterling, the Chargor as a separate and independent obligation will on demand from time to time indemnify the Lender against such shortfall and pay interest on such shortfall from the date of such payment to the date on which the shortfall is paid.

**33.4 Certificates**

A certificate signed by an official of the Lender as to the amount due or owing from the Chargor will be conclusive evidence against the Chargor, except in the case of manifest error.

**33.5 Consolidation**

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

**34 Severance**

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

**35 Counterparts**

35.1.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

35.1.2 Transmission of the executed signature page of a counterpart of this Deed by fax or email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.

35.1.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

36        **Governing law**

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and be construed in accordance with, the laws of England.

**This Deed** has been executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this Deed.

## **Schedule 1**

### **Mortgaged Property**

The freehold property know as [ ], being the whole of the land registered at HM Land Registry with title absolute under title number [ ].

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<sup>1</sup> Please provide details.



**The Chargor**

**EXECUTED** as a DEED by  
**BROADLAND ST BENEDICTS LIMITED**  
acting by:

)  
)  
)



.....  
**Michael Newey, Director**

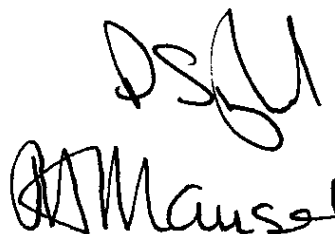


.....  
**Helen Skoyles, Director**

**The Lender**

**EXECUTED** as a DEED  
by **BROADLAND HOUSING**  
**ASSOCIATION LIMITED**  
acting by two Directors:

)  
)  
)  
)



.....  
**Jenny Manser**  
Chair

**Paul Slyfield**  
Board member

In the presence of:

Witness Signature:



Name: **JULIAN ANTONY FOSTER**

Address: **20 CHANDLER ROAD, STONE HOLT CHURCH, NORWICH, NR14 8AL**

Occupation: **FINANCE DIRECTOR**