



Registration of a Charge

Company name: **BROMFORD DEVELOPMENTS LIMITED**

Company number: **06507824**



X75L9MLN

Received for Electronic Filing: **09/05/2018**

Details of Charge

Date of creation: **30/04/2018**

Charge code: **0650 7824 0002**

Persons entitled: **BROMFORD HOUSING GROUP LIMITED**

Brief description: **NONE**

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

TROWERS & HAMLINS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6507824

Charge code: 0650 7824 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th April 2018 and created by BROMFORD DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th May 2018 .

Given at Companies House, Cardiff on 11th May 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

dated 30 April 2018

Bromford Developments Limited

(as Chargor)

and

Bromford Housing Group Limited

(as Security Trustee)

Floating Charge

Trowers & Hamlins LLP

3 Bunhill Row

London

EC1Y 8YZ

t +44 (0)20 7423 8000

f +44 (0)20 7423 8001

www.trowers.com

Execution copy

Contents	Page
1 Definitions and interpretation	2
2 Floating charge	6
3 Floating charge	6
4 Floating charge: dealing and conversion	6
5 Further assurance	7
6 General undertakings	8
7 Enforcement of Security	9
8 Extension and variation of the Law of Property Act 1925	10
9 Appointment of Receiver	11
10 Powers of Receiver	12
11 Protection of purchasers	13
12 Power of attorney	13
13 Effectiveness of Security	14
14 Release of Security	15
15 Subsequent Security Interests	15
16 Assignment	15
17 Expenses, stamp taxes and indemnity	16
18 Payments free of deduction	16
19 Discretion and delegation	16
20 Perpetuity period	17
21 Counterparts	17
22 Certification	17
23 Reorganisation	17
24 Set off	17
25 Payment of monies	17
26 Notices	18
27 Governing law and jurisdiction	19
Signatories	21

Deed

dated 30 April 2018

Parties

- (1) **Bromford Developments Limited** a company incorporated in England and Wales with registration number 06507824 whose registered office is at Exchange Court Brabourne Avenue, Wolverhampton Business Park, Wolverhampton, West Midlands, WV10 6AU (the **Chargor**); and
- (2) **Bromford Housing Group Limited** registered under Co-operative and Community Benefit Societies Act 2014 with registration number 29996R whose registered office is at 1 Exchange Court, Brabourne Avenue, Wolverhampton, West Midlands, WV10 6AU as security trustee for itself and Bromford Housing Association Limited as lenders (the **Security Trustee**).

Introduction

- (A) The Lenders (as defined below) have agreed to make loan facilities available in accordance with the terms of the Loan Facility Agreements (as defined below).
- (B) It is a condition precedent to the granting of the loan facilities under the Loan Facility Agreements that the Chargor enters into this Deed to provide security to the Lenders 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:

Administrator 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);

BDL Facility Agreement means the facility agreement dated 1 February 2018 between the Chargor and BHG as Lender under which BHG has agreed to make available certain loan facilities to the Chargor;

BHA means Bromford Housing Association Limited;

BHG means Bromford Housing Group Limited in its capacities as Lender under the BDL Facility Agreement and as borrower under the BHG Facility Agreement;

BHG Facility Agreement the facility agreement dated 1 February 2018 between BHG as borrower and BHA as Lender under which BHA has agreed to make available certain loan facilities to BHG;

Collateral Rights means all rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law;

Default Rate means the rate of interest calculated in accordance with clause 8.3 of each Loan Facility Agreement;

Event of Default has the meaning given to it in the Loan Facility Agreements;

Finance Documents means this Deed, the Loan Facility Agreements and other Finance Documents as defined in the Loan Facility Agreements;

Financial Collateral has the meaning given to that expression in the Financial Collateral Regulations;

Financial Collateral Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226);

Lender means each of BHG as lender under the BDL Facility Agreement and BHA as lender under the BHG Facility Agreement;

Loan Facility Agreements means the BHG Facility Agreement and the BDL Facility Agreement;

Potential Event of Default has the meaning given to it in the Loan Facility Agreements;

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

Secured Liabilities means all present and future monies, obligations and liabilities now or hereafter due owing or incurred to the Secured Parties under the terms of the Finance Documents (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);

Secured Parties means the Lenders and the Security Trustee;

Securities means all shares, stock, warrants 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;

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 Security Trustee by the Chargor under this Deed;

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 in full and no further Secured Liabilities are capable of being outstanding;

Sterling means the lawful currency of the United Kingdom; and

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.

1.2 Interpretation

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

assets includes present and future properties, undertakings, revenues, rights and benefits of every description;

an **authorisation** includes an authorisation, consent, approval, resolution, licence, exemption, filing or registration;

the **Chargor** a **Lender** or the **Security Trustee** includes a reference to its respective successors, permitted assigns and permitted transferees;

a **person** includes a permitted body corporate, unincorporated association and partnership, in each case, whether or not having a separate legal personality;

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;

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;

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;

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;

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;

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

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 Loan Facility Agreements

1.3.1 Words and expressions defined in the Loan Facility Agreements 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 Loan Facility Agreements will prevail.

1.3.2 In the event of any inconsistency, ambiguity or discrepancy between the provisions of the Loan Facility Agreements and the provisions of this Deed, then the provisions of the Loan Facility Agreements shall prevail.

1.4 Headings

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

1.5 Third party rights

Except for the Lenders, 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.

1.6 Avoidance of payments

If the Security Trustee 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.

1.7 Qualifying floating charge

This Deed contains a qualifying floating charge, which gives the Security Trustee 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 of this Deed.

1.8 Small company moratorium

Where the Chargor is an eligible company within paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 of Schedule A1 to the

Insolvency Act 1986, shall not cause the floating charge created by clause 3 of this Deed to crystallise into a fixed charge, nor cause restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by the Chargor.

2 Trust

The Security Trustee declares that it shall hold the floating charge created by clause 3 of the Deed on trust for the Lenders on the terms contained in this Deed.

3 Floating charge

The Chargor hereby charges in favour of the Security Trustee with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities by way of first floating charge the whole of the Chargor's undertaking, property and assets present and future, wherever situate.

4 Floating charge: dealing and conversion

4.1 Dealings with Security Assets

The Chargor may, at any time when an Event of Default or Potential Event of Default is not continuing or the Chargor is not in liquidation or in the course of being wound up, without the consent of the Security Trustee (but subject to compliance by it with the other terms of this Deed and the terms of the Loan Facility Agreements):

- 4.1.1 dispose of or deal with any (not being the whole or substantially the whole) of the Security Assets in the ordinary course of its business in such manner as the Chargor considers fit; and
- 4.1.2 create any Security Interest which affects the Security Assets (except that the Chargor will not, without the Security Trustee's prior written consent, create or permit to subsist any Security Interest which could result in a person or group of persons other than the Security Trustee holding one or more fixed and floating or floating Security Interests over the whole or substantially the whole of the assets and undertaking of the Chargor, other than as permitted pursuant to the Loan Facility Agreements).

4.2 Conversion of floating charge

- 4.2.1 The Security Trustee may by notice to the Chargor convert the floating charge hereby created by the Chargor into a fixed charge as regards all or any of the Security Assets specified in the notice if an Event of Default has occurred which is continuing.
- 4.2.2 The floating charge hereby created shall in addition to the circumstances in which the same will occur under general law automatically be converted into a fixed charge:
 - (a) on the convening of any meeting of the Chargor to consider a resolution to wind up the Chargor (or not to wind up the Chargor); or

- (b) (in respect of the Security Assets the subject of the relevant Security Interest or disposal) if the Chargor fails to comply with its obligations under clause 4.1.1 or clause 4.1.2.

4.2.3 If an Event of Default occurs which is continuing, the Security Trustee may in addition to exercising its rights under clause 4.2.2 without notice to the Chargor or prior authorisation from any court, appoint, by deed or otherwise (acting through an authorised officer of the Security Trustee), a Receiver of any of the assets and undertaking of the Chargor or appoint an Administrator of the Chargor pursuant to the Insolvency Act 1996 (as amended) (or any other legislation). The provisions of this Deed applying to Receivers shall apply equally to any such Receiver appointed under this clause 4.2.3.

5 Further assurance

5.1 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 Security Trustee or any Receiver may specify (and in such form as the Security Trustee or any Receiver may require) in favour of the Security Trustee or its nominees:

- 5.1.1 to perfect or protect the security created or intended to be created in respect of the Security Assets or for the exercise of the Collateral Rights; and/or
- 5.1.2 to facilitate the realisation of the Security Assets; and/or
- 5.1.3 to obtain all necessary consents to procure the registration of this Deed with the registrar of companies.

5.2 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 Lenders by the Loan Facility Agreements or by law shall be discharged, prejudiced or otherwise affected by:

- 5.2.1 the winding-up, dissolution, administration or reorganisation of the Chargor or any other person or any change in its status, function, control or ownership;
- 5.2.2 any of the obligations of the Chargor, BHG or any other person under either of the Loan Facility Agreements or under any other security relating to the Loan Facility Agreements being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- 5.2.3 any time or other indulgence being granted or agreed to be granted to the Chargor, BHG or any other person in respect of its obligations under the Loan Facility Agreements;
- 5.2.4 any amendment to, or any variation, waiver or release of any obligation of the Chargor, BHG or any other person under the Loan Facility Agreements;

- 5.2.5 any failure to take, or fully to take, any security contemplated by the Loan Facility Agreements or otherwise agreed to be taken in respect of the Chargor's, BHG's or any other person's obligations under the Loan Facility Agreements;
- 5.2.6 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, BHG's or any other person's obligations under the Loan Facility Agreements; or
- 5.2.7 any other act, event or omission which, but for this clause 5.2, might operate to discharge, impair or otherwise affect any of the obligations of the Chargor, BHG or any other person or any of the rights, powers or remedies conferred upon the Lenders by the Loan Facility Agreements or by law.

6 General undertakings

6.1 Duration and benefit

The undertakings in this clause 6:

- 6.1.1 shall remain in force during the Security Period; and
- 6.1.2 are given to the Security Trustee.

6.2 Not to jeopardise the Security

The Chargor will not do or allow to be done anything which could reasonably be expected materially to decrease the value of the Security to the Secured Parties.

6.3 Maintenance

The Chargor will keep the Security Assets in a good state of repair and in good working order and condition.

6.4 Information and access

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

- 6.4.1 to view the Security Assets (without becoming liable as mortgagee in possession); and
- 6.4.2 to inspect and take copies and extracts from such books, accounts and records of the Chargor as relate to the Security Assets.

6.5 Law

The Chargor will comply with all applicable laws, regulations and authorisations affecting the Security Assets.

7 Enforcement of Security

7.1 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 Security Trustee 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.

7.2 Exercise of powers

At any time after the Security becomes immediately enforceable, the Security Trustee 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, the Insolvency Act 1986 and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.

7.3 Appropriation

To the extent that any of the Security Assets constitutes Financial Collateral and this Deed and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement the Security Trustee shall have the right, at any time after this Deed has become enforceable, to appropriate all or any part of such Financial Collateral in or towards payment and/or discharge of the Secured Liabilities in such order as the Security Trustee in its absolute discretion may from time to time determine. For this purpose each of the Chargor and the Security Trustee agrees that the value of such Financial Collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each bank account held in the name of the Chargor, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (b) in the case of Securities, the market price of such Securities at the time the right of appropriation is exercised as determined by the Security Trustee by reference to any recognised market index or by such other process as the Security Trustee may select, including, without limitation, independent valuation. In each case, each of the Chargor and the Security Trustee agrees that the method of valuation provided for in this clause 7.3 shall constitute a commercially reasonable method of valuation for the purpose of the Financial Collateral Regulations.

7.4 Possession

If the Security Trustee, 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.

7.5 No liability as mortgagee in possession

The Security Trustee will not be liable to account as a mortgagee in possession in respect of all or any part of the Security Assets or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Security Assets to which a mortgagee in possession might otherwise be liable.

7.6 Power of sale

The power of sale under this Deed may be exercised notwithstanding that the Security Trustee 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 Security Trustee and the Chargor or any other party who is acting as agent for the Chargor or on behalf of it.

7.7 Receiver's liability

All the provisions of clause 7.5 will apply, mutatis mutandis, in respect of the liability of any Receiver and delegate of the Receiver or the Security Trustee or any officer, employee or agent of the Security Trustee, any Receiver or any delegate.

8 Extension and variation of the Law of Property Act 1925

8.1 Extension of powers

The power of sale or other disposal conferred on the Security Trustee 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.

8.2 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 Security Trustee 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 Security Trustee without notice to the Chargor.

8.3 Power of leasing

The statutory powers of leasing may be exercised by the Security Trustee at any time and the Security Trustee 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.

8.4 Application

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

8.4.1 in the payment of:

- (a) all costs, charges, liabilities and expenses incurred by the Security Trustee or any Receiver in the exercise of those powers or incidental to any Receiver's appointment, together with interest at the Default Rate (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;

- 8.4.2 in or towards discharge of all liabilities having priority to the Secured Liabilities;
- 8.4.3 in or towards the satisfaction of the Secured Liabilities of BHG under the BHG Facility Agreement in such order as the Security Trustee determines and any amount so applied shall be deemed automatically to satisfy in an equal amount the liabilities of the Chargor under the BDL Facility Agreement ;
- 8.4.4 in or towards the satisfaction of the Secured Liabilities of the Chargor under the BDL Facility Agreement (to the extent not discharged under 7.4.3 above) in such order as the Security Trustee determines ; and
- 8.4.5 in the payment of any surplus to the Chargor or other person entitled to it.

8.5 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 Security Trustee under this Deed.

9 Appointment of Receiver

9.1 Appointment and removal

At any time after the Security becomes enforceable, or if requested to do so by the Chargor, the Security Trustee may by deed or otherwise (acting through an authorised officer of the Security Trustee), without prior notice to the Chargor:

- 9.1.1 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;
- 9.1.2 remove (so far as it is lawfully able) any Receiver or an Administrator so appointed; and
- 9.1.3 appoint another person(s) as (an) additional or replacement Receiver(s) or Administrator(s).

9.2 Capacity of Receivers

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

- 9.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;
- 9.2.2 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 Security Trustee; and
- 9.2.3 entitled to remuneration for his services at a rate to be fixed by the Security Trustee from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

9.3 Statutory powers of appointment

The powers of a Receiver will be in addition to all statutory and other powers of the Security Trustee 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 Security Trustee in respect of any part of the Security Assets.

10 Powers of Receiver

10.1 Powers

Every Receiver appointed by the Security Trustee 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:

- 10.1.1 to take possession of and generally to manage the Security Assets and any business of the Chargor;
- 10.1.2 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;
- 10.1.3 to carry out on any property forming part of the Security Assets 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;
- 10.1.4 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 any property forming part of the Security Assets;
- 10.1.5 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;
- 10.1.6 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;
- 10.1.7 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;
- 10.1.8 to engage, rely on the advice of and discharge advisers, consultants, officers, managers, agents, workmen and others;
- 10.1.9 to purchase materials, tools, equipment, goods or supplies;
- 10.1.10 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;

- 10.1.11 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;
- 10.1.12 to make any elections for value added tax purposes; and
- 10.1.13 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.

11 Protection of purchasers

11.1 Consideration

The receipt of the Security Trustee 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 Security Trustee or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

11.2 Protection of purchaser

No purchaser or other person dealing with the Security Trustee or any Receiver will be bound to inquire whether the right of the Security Trustee 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 Security Trustee or such Receiver in such dealings.

12 Power of attorney

12.1 Appointment and powers

The Chargor by way of security irrevocably appoints the Security Trustee 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:

- 12.1.1 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);
- 12.1.2 enable the Security Trustee 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).

12.2 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.

13 Effectiveness of Security

13.1 Continuing Security

The Security will remain in full force and effect as a continuing security for the Secured Liabilities unless and until discharged by the Security Trustee.

13.2 Cumulative rights

The Security and the Collateral Rights will be cumulative, in addition to and independent of every other security which the Security Trustee 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 Security Trustee over the whole or any part of the Security Assets will merge into the Security.

13.3 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.

13.4 Remedies and waivers

No failure on the part of the Security Trustee 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.

13.5 No liability

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

13.5.1 taking any action permitted by this Deed; or

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

13.5.3 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.

13.6 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.

13.7 Other security

The Security Trustee 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 Security Trustee 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 Security Trustee 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.

13.8 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 Security Trustee.

14 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 Security Trustee will, at the request and cost of the Chargor, release and cancel the Security and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

15 Subsequent Security Interests

If the Security Trustee 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 Security Trustee 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 Security Trustee received such notice.

16 Assignment

16.1 Right of Security Trustee to assign

The Security Trustee may at any time assign or otherwise transfer all or any part of its rights under this Deed.

16.2 Restriction on Chargor

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

16.3 Confidentiality

The Security Trustee 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 Security Trustee and/or to enter into contractual relations with the Security Trustee with respect to this Deed.

17 Expenses, stamp taxes and indemnity

17.1 Expenses

The Chargor will, from time to time on demand of the Security Trustee, reimburse the Security Trustee on a full indemnity basis for all the costs and expenses (including legal fees) together with any VAT thereon properly incurred by it or by any Receiver in connection with:

- 17.1.1 the negotiation, preparation and execution of this Deed and the completion of the transactions and perfection of the security contemplated in this Deed; or
- 17.1.2 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 Security Trustee or any Receiver as a consequence of taking or holding the security or of enforcing the Collateral Rights,

and such expenses will carry interest until so reimbursed at the Default Rate.

17.2 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 Security Trustee on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such Tax.

17.3 Indemnity

The Chargor will, notwithstanding any release or discharge of all or any part of the Security, indemnify the Security Trustee, its agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Chargor of the provisions of this Deed, the exercise or purported exercise of any of the rights and powers conferred on them by this Deed or otherwise relating to the Security Assets.

18 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.

19 Discretion and delegation

19.1 Discretion

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

19.2 Delegation

Each of the Security Trustee 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 Security Trustee or the Receiver itself or any subsequent delegation or revocation thereof.

20 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).

21 Counterparts

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

22 Certification

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

23 Reorganisation

This Deed will remain binding on the Chargor notwithstanding any change in the constitution of the Security Trustee 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 Security Trustee and for any assignee, transferee or other successor in title of the Security Trustee.

24 Set off

All payments under this Deed shall be made without set off or counterclaim

25 Payment of monies

25.1 Date for payment

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

25.2 Currency

The Chargor's liability under this Deed is to discharge the Secured Liabilities in Sterling. If at any time the Security Trustee 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 Security Trustee of the amount in Sterling which the Security Trustee is able to purchase (after deduction of any relevant costs) with the amount of the payment so received in accordance with its usual practice.

25.3 Currency indemnity

If a payment is made under a court order or in satisfaction of a claim or proof and is treated by clause 25.2 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 Security Trustee against such shortfall and pay interest on such shortfall from the date of such payment to the date on which the shortfall is paid.

25.4 Certificates

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

26 Notices

26.1 Service

Any notice or communication to be given in connection with this Deed will be in writing and delivered by hand or sent by first class prepaid post and:

26.1.1 sent to the Chargor at:

Exchange Court Brabourne Avenue, Wolverhampton Business Park,
Wolverhampton, West Midlands, WV10 6AU

Attention: [Director of Finance] ;

26.1.2 sent to the Security Trustee at:

1 Exchange Court, Brabourne Avenue, Wolverhampton, West Midlands, WV10
6AU

Attention: [Director of Finance] ;

Unless either party has communicated another address or fax number to the other in which case it must be sent to the last address or fax number so communicated.

26.2 Receipt by Chargor

A notice or communication sent by the Security Trustee to the Chargor under clause 26 will be deemed to have been received:

26.2.1 if delivered by hand, at the time of delivery; or

26.2.2 if sent by first class pre-paid post, on the next business day after posting,

26.3 Receipt by Security Trustee

Any notice or communication given to the Security Trustee by the Chargor shall be deemed to have been received only on actual receipt.

26.4 Confirmation in writing

The Chargor may not rely on any oral notice, waiver, consent, approval, representation, advice, statement or other communication by the Security Trustee or any of its employees, agents or representatives except where such communications are confirmed in writing and signed for the Security Trustee pursuant to clause 26.

26.5 Electronic communication

26.5.1 Any communication to be made between the Chargor and the Security Trustee under or in connection with this Deed may be made by electronic mail or other electronic means to the extent that they agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if they:

- (a) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
- (b) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

26.5.2 Any electronic communication made between the Chargor and the Security Trustee will be effective only when actually received in readable form and in the case of any electronic communication made by the Chargor to the Security Trustee only if it is addressed in such a manner as Security Trustee shall specify for this purpose.

26.5.3 Any electronic communication which becomes effective, in accordance with clause 26.5.2 above, after 5.00 pm in the place of receipt shall be deemed only to become effective on the following Business Day.

27 Governing law and jurisdiction

27.1 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.

27.2 Exclusive jurisdiction

The courts of England have exclusive jurisdiction to settle any dispute arising in connection with this Deed (a **Dispute**). The parties agree that these courts are the most appropriate and convenient courts to settle any Dispute that arises under or in connection with this Deed and accordingly neither party will argue to the contrary.

27.3 **Benefit of the Security Trustee**

This clause 27 is for the benefit of the Security Trustee only. As a result the Security Trustee will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

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.

Signatories

Chargor

the common seal of
Bromford Developments Limited
was affixed in the presence of:

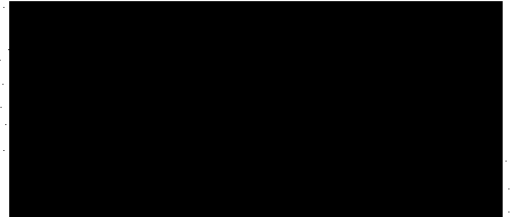
)
)
)



LEE GIBSON

Authorised Signatory

Authorised Signatory

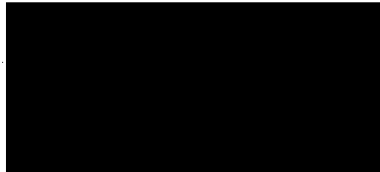


Security Trustee

signed by

)
)
)
)
)

for and on behalf of the
Bromford Housing Group Limited



LEE GIBSON

