



Registration of a Charge

Company name: **THI RIVERSIDE LIMITED**

Company number: **07603506**



X2NUP65C

Received for Electronic Filing: **23/12/2013**

Details of Charge

Date of creation: **19/12/2013**

Charge code: **0760 3506 0001**

Persons entitled: **THE METROPOLITAN BOROUGH COUNCIL OF STOCKPORT**

Brief description: **THE FREEHOLD LAND AT BLACKSTONE FIELDS, OFFERTON, STOCKPORT BEING PART OF THE PROPERTY COMPRISED IN TITLE NUMBER MAN90704 AND SHOWN EDGED RED AND SHADED BLUE ON THE PLAN ANNEXED**

Contains fixed charge(s).

Notification of addition to or amendment of charge.

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:

GATELEY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7603506

Charge code: 0760 3506 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2013 and created by THI RIVERSIDE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2013 .

Given at Companies House, Cardiff on 23rd December 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 19 DECEMBER 2013

- (1) THI RIVERSIDE LIMITED
- (2) THE METROPOLITAN BOROUGH COUNCIL OF STOCKPORT

LEGAL CHARGE
over land at Blackstone Fields
Offerton, Stockport

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DATE 19 DECEMBER. 2013

PARTIES

- (1) **THI RIVERSIDE LIMITED** a company incorporated and registered in England and Wales (registered number 07603506) whose registered address is at 3 Southwood Road, Bromborough, Wirral CH26 3QX (the **Chargor**); and
- (2) **THE METROPOLITAN BOROUGH COUNCIL OF STOCKPORT** of Town Hall Stockport SK1 3XE (the **Chargee**).

IT IS AGREED

1. DEFINITIONS AND INTERPRETATION

1.1 In this charge the following definitions will apply:

Business

any business, trade, operations or activities conducted on or from the Property;

Business Day

any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;

Charged Assets

all property and assets from time to time charged by or pursuant to this charge (and references to the Charged Assets shall include any part of them);

Delegate

any delegate, agent, attorney or trustee appointed by the Chargee;

Development Agreement

An agreement dated 24 October 2013 and made between (1) the Chargee (2) the Chargor and (3) GB Building Solutions Limited;

Event of Default

- (a) the Chargor fails to pay all or any of the Secured Liabilities following a demand for payment;
- (b) any step is taken (including the making of an application or the giving of any notice) by the Chargor or by any other person to appoint an administrator;
- (c) any step is taken (including the making of an application or the giving of any notice) by the Chargor or by any other person to wind up or dissolve the Chargor or to appoint a liquidator, trustee, manager or receiver, administrative receiver or similar officer of the Chargor or any part of its undertaking or assets;
- (d) the making of a request by the Chargor for the appointment of a Receiver; and/or
- (e) the Chargor breaches any of the provisions of this charge;

LPA

the Law of Property Act 1925;

Party

a party to this charge;

Property

the property described in the schedule together with the benefit of all rights, easements and privileges in relation to such property;

Receiver

any receiver, manager or receiver and manager appointed by the Chargee under this charge;

Secured Liabilities

£800,000.00 due from the Chargor to the Chargee as deferred consideration for the transfer by the Chargee to the Chargor of the Property pursuant to the Development Agreement; and

Security

a mortgage, charge, pledge, trust, assignment by way of security, lien, hypothecation or other encumbrance, arrangement or security interest securing any obligation of any person or any other agreement or arrangement having a similar effect or any title retention rights or set-off rights created by agreement.

1.2 In this charge, a reference to:

1.2.1 a clause or the schedule is, unless otherwise stated, a reference to a clause of, or the schedule to, this charge;

1.2.2 a provision of law includes a reference to that provision as replaced, modified or re-enacted from time to time and any subordinate legislation made under that statutory provision from time to time, in each case whether before or after the date of this charge;

1.2.3 a person includes any individual, firm, company, corporation, government, state or agency of state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

1.2.4 a "Party", the "Chargor", or the "Chargee" shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

1.2.5 "disposal" includes any sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary and "dispose" will be construed accordingly;

1.2.6 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established; and

1.2.7 this charge or any provision of this charge or any other agreement, document or instrument is to this charge, that provision or that agreement, document or instrument as amended, novated, supplemented, extended or restated.

1.3 The schedule forms part of this charge and has the same effect as if expressly set out in the body of this charge and shall be interpreted and construed as though it were set out in this charge.

1.4 The contents table and headings in this charge are for convenience only and do not affect the interpretation or construction of this charge.

1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.7 For the purposes of section 2 Law of Property (Miscellaneous Provisions) Act 1989, the terms of any facility or loan agreement and of any side letters between any parties in relation to any such agreement are incorporated into this charge.

2. COVENANT TO PAY

The Chargor covenants with the Chargee that it will pay or discharge on demand the Secured Liabilities when they fall due in accordance with the Development Agreement.

3. CHARGES

3.1 Fixed charges

As a continuing security for the payment of the Secured Liabilities, the Chargor hereby, with full title guarantee, charges, in favour of the Chargee the following assets which are at any time owned by the Chargor or which it is from time to time interested:

3.1.1 by way of **first legal mortgage**, the Property, together with all buildings and fixtures (including trade fixtures) at any time thereon; and

3.1.2 by way of **first fixed charge** all proceeds of sale derived from any Property or any buildings, fixtures or fittings (including trade fixtures and fittings) at any time on or attached to the Property, the benefit of all covenants given in respect of the Property or any such buildings, fixtures or fittings and all licences to enter upon or use land and the benefit of all other agreements relating to land;

4. NEGATIVE PLEDGE

The Chargor covenants with the Chargee that, during the continuance of the security created by this charge, it shall not without the prior written consent of the Chargee:

4.1 create, purport to create or permit to subsist any Security (other than any Security granted in favour of the Chargee) upon any of the Charged Assets; or

4.2 sell, transfer, lease, licence, lend, part possession with, grant any interest in, or otherwise dispose of, whether by a single transaction or a number of transactions and whether related or not, the whole or any part of the Charged Assets.

5. REPRESENTATIONS AND WARRANTIES

5.1 The Chargor represents and warrants to the Chargee that:

5.1.1 Status

- (a) it is a limited company duly organised, validly existing and registered under the relevant laws of its jurisdiction of incorporation;
- (b) it has the power and all necessary governmental and other consents, approvals, licences and authorities to own its assets and carry on the Business;

5.1.2 Authority and binding obligations

- (a) it is empowered to enter into and perform its obligations contained in this charge and has taken all necessary action to authorise the execution, delivery and performance of this charge, to create the security to be constituted by this charge and to observe and perform its obligations under this charge;
- (b) the obligations expressed to be assumed by it in this charge are legal, valid, binding and enforceable obligations;

5.1.3 Non-conflict with other obligations

the entry into and performance by it of, and the transactions contemplated by, this charge and the granting of this charge and security constituted by this charge do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument;

5.1.4 Property

it is the legal and beneficial owner of the Property; and

5.2 **Matters represented**

The Chargor makes the representations and warranties set out in clause 5.1 on the date of this charge.

6. **GENERAL COVENANTS OF THE CHARGOR**

The Chargor hereby covenants with the Chargee that it will:

6.1 **Maintenance and use**

keep all buildings and erections forming part of the Property in a good state of repair and keep all fixtures, fittings, drains, pipes, sanitary, water and other effects and services to or forming part of the Property in good working order and condition and ensure that the same is properly serviced in accordance with any relevant warranties or manuals.

6.2 **Outgoings**

duly and punctually pay all rates, rents, taxes, charges and other outgoings due by it in respect of the Property;

6.3 **Inspection**

permit the Chargee or its designated representatives to have, on reasonable notice, access during normal office hours to the Property to view, inspect examine and photograph it and all records maintained in connection with it;

6.4 **Comply with statutes**

in relation to the Property, comply with all obligations under any present or future statute, regulation, order and instrument or under any by-laws, regulations or requirements of any competent authority or other approvals, licences or consents and, if requested by the Chargee, produce to the Chargee, within 14 days of receipt of the same, every material notice, order or proposal given or made in relation to the Property by any competent authority and either comply with the same or make such objections and representations against the same as the Chargee may require or approve;

6.5 **Comply with covenants**

observe and perform all covenants and stipulations from time to time affecting any part of the Charged Assets, or the manner of use or the enjoyment of the same and shall not, except with the prior written consent of the Chargee, enter into any onerous or restrictive obligations affecting any part of the Charged Assets;

6.6 **The Land Registry**

in respect of the Property, apply to the Chief Land Registrar for the registration of a Restriction against the registered titles in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2013 in favour of The Metropolitan Borough Council of Stockport referred to in the charges register."

7. **INSURANCE**

7.1 The Chargor hereby covenants with the Chargee that it will:

- 7.1.1 maintain insurances on or in relation to its business and assets with underwriters and insurance companies of repute against risks of the kinds customarily insured against by, and in amounts reasonably and commercially prudent for, companies carrying on similar businesses (including, without limitation, policies to cover public and third party liability and insurance against business interruption.

8. ENFORCEMENT OF SECURITY

- 8.1 The security constituted by this charge shall become immediately enforceable upon the occurrence of an Event of Default and the Chargee may, in its absolute discretion, enforce all or any part of the security constituted by this charge in such manner as it sees fit.
- 8.2 The power of sale and other powers conferred by section 101 LPA (as varied or extended by this charge) shall arise on and be exercisable without further notice at any time after the execution of this charge, but the Chargee shall not exercise such power of sale or other powers until the security constituted by this charge has become enforceable under clause 8.1. Sections 93 and 103 LPA do not apply to the security constituted by this charge.

9. REDEMPTION OF PRIOR SECURITY

At any time after the security created under this charge has become enforceable, the Chargee may, at the sole cost of the Chargor (payable to the Chargee on demand) redeem any prior Security over any Charged Asset and/or procure the transfer of that Security to itself and/or settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on the Chargor. All money paid by the Chargee to such prior mortgagee, chargee or encumbrancer in accordance with such accounts shall form part of the Secured Liabilities.

10. APPOINTMENT AND POWERS OF RECEIVER

- 10.1 At any time after the security constituted by this charge becomes enforceable, or if so requested by the Chargor by written notice at any time, the Chargee (or any Delegate on its behalf) may:
- 10.1.1 without further notice appoint any person (or persons) to be a Receiver of all or any part of the Charged Assets and/or of the income from any Charged Asset; and/or
- 10.1.2 exercise in respect of all or any of the Charged Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Charged Assets.
- 10.2 The Chargee may remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated for whatever reason.
- 10.3 If at any time and by virtue of any such appointment there is more than one Receiver of all or any part of the Charged Assets and/or the income from such Charged Assets, such persons shall have power to act individually (unless the contrary shall be stated in the deed(s) or other instrument(s) appointing them).
- 10.4 If the Chargee enforces this charge itself pursuant to clause 10.1.2 it will have the same powers as a Receiver in respect of those Charged Assets which are the subject of the enforcement.
- 10.5 Any Receiver shall (in addition to the powers conferred by the LPA and (notwithstanding that he is not an administrative receiver) schedule 1 to the Insolvency Act 1986 but without any of the restrictions imposed upon the exercise of those powers by such statutes) have the following powers:
- 10.5.1 the same powers to do, or to omit to do, in the name of and on behalf of the Chargor, anything which the Chargor itself could have done or omitted to do with such Charged Assets were they not the subject of this charge and the Chargor were not in insolvency proceedings;

- 10.5.2 to take possession of, collect and get in all or any part of the Charged Assets and/or income in respect of which he was appointed;
 - 10.5.3 to manage the Charged Assets and the business of the Chargor;
 - 10.5.4 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 purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
 - 10.5.5 to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Chargor is concerned or interested prior to his appointment, being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land;
 - 10.5.6 to sell or concur in selling, leasing or otherwise disposing of all or any part of the Charged Assets in respect of which he was appointed without the need to observe any restriction imposed by section 103 or 109 LPA;
 - 10.5.7 to carry out any sale, lease or other Disposal of all or any part of the Charged Assets by conveying, transferring, assigning or leasing the same in the name of the Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor;
 - 10.5.8 to lease, make agreements for leases, accept surrenders of leases and grant options as the Chargee shall think fit and without the need to comply with any of the provisions of sections 99 and 100 LPA;
 - 10.5.9 to take any such proceedings, in the name of the Chargor or otherwise, as he shall think fit in respect of the Charged Assets and/or income in respect of which he was appointed, including proceedings for recovery of rent or other monies in arrears at the date of his appointment;
 - 10.5.10 to enter into or make any such agreement, arrangement or compromise as he shall think fit;
 - 10.5.11 to insure, and renew any insurances in respect of, the Charged Assets as he shall think fit, or as the Chargee shall direct;
 - 10.5.12 to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit, including, without prejudice to the generality of the foregoing power, to employ his partners and firm;
 - 10.5.13 to operate any rent review clause in respect of any property in respect of which he was appointed or any part of such property and to apply for any new or extended lease; and
 - 10.5.14 to do all such other things as may seem to him to be incidental or conducive to any other power vested in him in the realisation of the security constituted by this charge.
- 10.6 In making any sale or other Disposal in the exercise of their respective powers, the Receiver, the Chargee or any Delegate may accept, as and by way of consideration for such sale or other Disposal, cash, shares, loan capital or other obligations, including consideration fluctuating according to or dependent upon profit or turnover and consideration the amount of which is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver, Chargee or any Delegate shall be and become charged with the payment of the Secured Liabilities. Any contract for any such sale or other Disposal by the Receiver, the Chargee or any Delegate may contain conditions excluding or restricting the personal liability of the Receiver, the Chargee and any Delegate.
- 10.7 Any Receiver appointed under this charge shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and defaults and for his remuneration.

- 10.8 Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Chargee (or failing such agreement to be fixed by the Chargee) without the restrictions contained in section 109 LPA.
- 10.9 Only monies actually paid by a Receiver to the Chargee in satisfaction or discharge of the Secured Liabilities shall be capable of being applied by the Chargee in satisfaction of the Secured Liabilities.
- 10.10 Neither the Chargee nor any Receiver or Delegate shall be liable in respect of all or any part of the Charged Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful misconduct.
- 10.11 Without prejudice to the generality of clause 10.10, entry into possession of the Charged Assets shall not render the Chargee or the Receiver or any Delegate liable to account as mortgagee in possession and if and whenever the Chargee or any Receiver or Delegate enters into possession of the Charged Assets, it shall be entitled at any time at its discretion to go out of such possession.
- 10.12 All or any of the powers which are conferred by this charge on a Receiver may be exercised by the Chargee or any Delegate without first appointing a Receiver or notwithstanding the appointment of any Receiver.
- 10.13 Except to the extent provided by law, none of the powers described in this clause 10 will be affected by an insolvency event in relation to the Chargor.
- 11. APPLICATION OF PROCEEDS**
- 11.1 All monies received by the Chargee or any Receiver or Delegate appointed under this charge shall (subject to the rights and claims of any person having Security ranking in priority to the Security constituted by this charge) be applied in or towards the discharge of the Secured Liabilities.
- 11.2 The provisions of clause 11.1 shall take effect as and by way of variation and extension to the provisions of Section 109 LPA, which provisions as so varied and extended shall be deemed incorporated in this charge.
- 12. PROTECTION OF THIRD PARTIES**
- No purchaser from or other person dealing with the Chargee or with any Receiver or Delegate shall be obliged or concerned to enquire whether the right of the Chargee to appoint a Receiver or Delegate or the right of the Chargee or any Receiver or Delegate to exercise any of the powers conferred by this charge in relation to the Charged Assets or any part of the Charged Assets have arisen or become exercisable by the Chargee or by any such Receiver or Delegate, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.
- 13. CONTINUING SECURITY**
- 13.1 This charge shall remain in full force and effect as a continuing security until the Chargee shall have certified in writing that the Secured Liabilities have been discharged in full and the Chargee may make one or more demands under this charge.
- 14. NOTICE OF SUBSEQUENT SECURITY – NEW ACCOUNTS**
- 14.1 If the Chargee receives notice (whether actual or otherwise) of any subsequent Security affecting any part of the Charged Assets and/or the proceeds of sale of the Charged Assets, it may open a new account or accounts for the Chargor in its books.
- 14.2 If the Chargee does not open a new account immediately on receipt of notice under clause 14.1, then (unless the Chargee gives express written notice to the contrary to the Chargor) all payments made by the Chargor to the Chargee shall 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 from the time of receipt of the relevant notice by the Chargee.

15. **PAYMENTS**

- 15.1 Subject to clause 15.2, all payments to be made by the Chargor in respect of this charge, shall be made in immediately available funds to the credit of such account as the Chargee may designate. All such payments shall be made free and clear of, and without any deduction for, or on account of, any set-off or counterclaim or, except to the extent compelled by law, any deduction on account of any taxes.
- 15.2 If the Chargor is compelled by law to withhold or deduct any taxes from any sum payable under this charge to the Chargee, the sum so payable by the Chargor shall be increased so as to result in the receipt by the Chargee of a net amount equal to the full amount expressed to be payable under this charge.
- 15.3 Any demand, notification or certificate given by the Chargee specifying amounts due and payable under or in connection with any of the provisions of this charge shall, in the absence of manifest error, be conclusive and binding on the Chargor.

16. **ASSIGNMENT AND TRANSFER**

The Chargee may assign or transfer all or any part of its rights under this charge. The Chargor may not assign, transfer, charge, make the subject of a trust or deal in any other manner with this charge or any of its rights under this charge or purport to do any of the same without the prior written consent of the Chargee.

17. **THIRD PARTY RIGHTS**

- 17.1 Subject to clauses 17.2 and 17.3, a person who is not a Party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this charge. No Party may hold itself out as trustee of any rights under this charge for the benefit of any third party unless specifically provided for in this charge. This clause 17.1 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 17.2 Any person to whom the benefit of any provision of this charge is assigned in accordance with the terms of this charge is entitled under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this charge which confers (expressly or impliedly) any benefit on any such person.
- 17.3 Any Receiver or Delegate may, subject to the Contracts (Rights of Third Parties) Act 1999 rely on any clause of this charge which expressly confers rights on it.
- 17.4 Notwithstanding any other provision of this charge the Chargee and the Chargor may, by agreement in writing, rescind, terminate or vary any of the provisions in this charge or waive or settle any right or claim under it in any way without the consent of any third party and, accordingly, section 2(1) Contracts (Rights of Third Parties) Act 1999 shall not apply.

18. **NOTICES**

- 18.1 Any notice given pursuant to this charge shall be in writing signed by, or on behalf of, the person issuing the notice. Any notice may be delivered by hand or by prepaid recorded delivery first class post:
- 18.1.1 in the case of the Chargor, its registered office address for the time being marked for the attention of [●]; and
- 18.1.2 in the case of the Chargee:
- (a) address: 3 Southwood Road, Bromborough, Wirral CH26 3QX
- (b) marked for the attention of: Carl Lewis
- or, in relation to any Party, such other address for service in the United Kingdom as that Party may from time to time notify to the other.
- 18.2 In the absence of evidence of earlier receipt and subject to clause 18.3, a notice served in accordance with clause 18.1 shall be deemed to have been received:
- 18.2.1 if delivered by hand, at the time of actual delivery to the address referred to in clause 18.1;

- 18.2.2 if delivered by prepaid recorded delivery first class post, two Business Days from the date of posting.
- 18.3 If deemed receipt under clause 18.2 occurs on a day which is not a Business Day or after 5.00 pm on a Business Day, the relevant notice shall be deemed to have been received at 9.00 am on the next Business Day.
- 18.4 For the avoidance of doubt, notice given under this charge shall not be validly served if sent by fax or e-mail.
19. **GENERAL**
- 19.1 No variation to this charge shall be effective unless made in writing and signed by or on behalf of all the parties to this charge. A waiver given or consent granted by the Chargee under this charge will be effective only if given in writing and then only in the instance and for the purpose for which it is given.
- 19.2 Each provision of this charge is severable and distinct from the others. If at any time any provision of this charge is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this charge but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this charge shall not be affected in any way.
- 19.3 If any provision of this charge is found to be illegal, invalid or unenforceable in accordance with clause 19.2 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.
- 19.4 The failure or delay in exercising a right or remedy provided by this charge or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this charge or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.
- 19.5 The Chargee's rights and remedies contained in this charge are cumulative and not exclusive of any rights or remedies provided by law.
- 19.6 This charge may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.
20. **GOVERNING LAW AND JURISDICTION**
- 20.1 This charge and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 20.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this charge (including a dispute relating to the existence, validity or termination of this charge or any non-contractual obligation arising out of or in connection with this charge) (a **Dispute**).
- 20.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

THE CHARGOR has executed this charge as a deed and delivered it on the date first set out above

SCHEDULE

Details of the Property

The freehold land at Blackstone Fields, Offerton, Stockport being part of the property comprised in title number MAN90704 at the date hereof and shown edged red and shaded blue on the plan annexed.

RIVERSIDE
EXECUTED and DELIVERED as a DEED)
by THI REGENERATION LIMITED acting)
by a director in the presence of:

[REDACTED]
Director

Witness Signature

Witness Name

DEAN T COLWELL

(in BLOCK CAPITALS)

Address

98 King Street
Manchester
M2 6WU

Occupation

Solicitor