

MR01

Particulars of a charge

023982/39



Companies House

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

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

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

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

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

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



You **must** enclose a certified copy of the instrument with this
scanned and placed on the public record



SCT 02/07/2013 #784
COMPANIES HOUSE

TUESDAY

1 Company details

Company number 0 7 9 1 0 5 4 4

Company name in full GJP Liverpool Limited

3 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 7 m 0 6 y 2 0 1 3

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

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

Name Santander UK plc

Name

Name

Name

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

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

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4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

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8

Trustee statement ^①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X

Adam Walker

PARTNER,

X

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

for AND ON BEHALF OF
GATSBY (ENTRANT) LLP

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Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Anna Savage**

Company name **HBJ Gateley**

Address **Exchange Tower**

19 Canning Street

Post town **Edinburgh**

County/Region

Postcode **E H 3 8 E H**

Country

DX **DX ED27**

Telephone **0131 228 2400**



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

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

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

DX



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7910544

Charge code: 0791 0544 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th June 2013 and created by GJP LIVERPOOL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd July 2013.

Given at Companies House, Cardiff on 8th July 2013



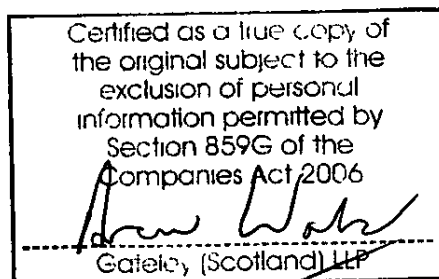
THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

ASSIGNMENT

This Deed is made on 17 June 2013

Between

(1)



PARTNER

Name	GJP Liverpool Limited
Registered number	07910544
Address	Seddon Building Plodder Lane, Edge Fold, Bolton, Greater Manchester, BL4 0NN
Fax number	01204 570401

(Assignor) and

(2) **Santander UK plc** as security trustee for each Group Member (**Lender**)

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires

Affiliate means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company

Assigned Assets means all the undertaking, property and assets of the Assignor described in clause 3.1 (Assignment) including any part thereof and any interest therein

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London

Collateral Instruments means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person

Default Rate means the highest rate of interest referred to in the Finance Documents

Development Agreement means each

(a) agreement described in schedule 1 and

- (b) other agreement designated as a Development Agreement by the Lender and the Assignor in writing

Event of Default means any event or circumstance specified as an event of default (howsoever described) in the Finance Documents

Finance Documents means the documents governing the terms of the Secured Liabilities

Group means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being

Group Member means each member of the Group

Holding Company means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

LPA means the Law of Property Act 1925

Party means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative

Receiver means any one or more receivers and/or managers appointed by the Lender pursuant to this Deed in respect of the Assignor or over all or any of the Assigned Assets

Secured Liabilities means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 (Covenant to pay)

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

Security Period means the period from the date of this Deed until the Lender confirms in writing to the Assignor that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no Group Member has any continuing obligation to make facilities available to the Assignor

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006

1.2 Construction

- (a) Any reference in this Deed to
- (i) **assets** includes present and future property, revenues and rights of every description,
 - (ii) clauses and schedules are references to clauses and schedules of this Deed,
 - (iii) **this Deed** or any other agreement or instrument is a reference to this Deed or that other agreement or instrument as the same may have been, or may from time to time be, amended, novated, replaced, restated, supplemented or varied provided that, where the consent of a Group Member is required pursuant to any Finance Document or otherwise to such amendment, novation, replacement, restatement, supplement or variation, such consent has been obtained,

- (iv) a **person** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing and includes its successors and (in the case of each Group Member only) its permitted assignees and transferees,
- (v) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of the law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
- (vi) a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination, and
- (vii) a provision of law is a reference to that provision as amended or re-enacted,
- (b) Clause and schedule headings are for ease of reference only.
- (c) An Event of Default is **continuing** if it has not been
 - (i) remedied to the satisfaction of the Group Member party to the Finance Document under the terms of which the Event of Default occurred, or
 - (ii) waived by that Group Member in writing
- (d) This Deed is intended to take effect as a deed notwithstanding that a Party may have executed it under hand only
- (e) Any grant of rights with full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee pursuant to section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994
- (f) Words importing the plural shall include the singular and vice versa

1 3 Third party rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed
- (b) The consent of any person which is not a Party is not required to rescind or vary this Deed or any other agreement entered into under or in connection with it

1 4 Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of each Finance Document relating to any disposition of property shall be deemed to be incorporated in this Deed

2 Covenant to pay

2 1 Covenant

The Assignor covenants with the Lender (as security trustee for the Group Members) that it will on demand pay all moneys and discharge all liabilities now or hereafter due, owing or incurred by it to the Group Members (or any of them) when the same become due for payment or discharge whether by acceleration or otherwise, and whether express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Group Members (or any of them) or purchased or otherwise acquired by them or it, denominated in sterling or in any other currency, or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Assignor

2 2 Interest on late payments

If the Assignor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate. Such interest (if unpaid) shall be compounded monthly

3 Assignment

3 1 Assignment

The Assignor assigns to the Lender (as security trustee for the Group Members) absolutely, as a continuing security for the payment and discharge of the Secured Liabilities, all its rights, title and interest both present and future in and to each Development Agreement

On the unconditional and irrevocable payment and discharge in full of the Secured Liabilities, the Lender will, at the request and cost of the Assignor, reassign the Assigned Assets referred to in this clause 3 1 to the Assignor or as it may direct

3 2 Priority

The assignments created by this Deed

- (a) rank as first assignments, and
- (b) are given with full title guarantee

4 Notices of assignment

4 1 The Assignor shall give notice in the form specified in schedule 2 to the other parties to each Development Agreement that the Assignor has assigned to the Lender all its right, title and interest in that Development Agreement

4 2 The Assignor shall give the notices referred to in clause 4 1

- (a) in the case of each Development Agreement in existence as at the date of this Deed, on the date of this Deed, and

- (b) in the case of each Development Agreement coming into existence or being designated as such after the date of this Deed, on the later of that agreement coming into existence or being designated a Development Agreement

4 3 The Assignor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in schedule 3 within 5 Business Days of that notice being given

5 Undertakings

5 1 Duration

The undertakings in this clause 5 remain in force during the Security Period

5 2 Negative Pledge

The Assignor shall not create or permit to subsist any Security over the Assigned Assets

5 3 Deposit of deeds

The Assignor will on the date of this Deed deliver to the Lender the original Development Agreements and it shall produce to the Lender on demand (or as otherwise required pursuant to any Finance Document) any receipt in respect of any sum paid in respect of any Development Agreement

5 4 Compliance with covenants

The Assignor will

- (a) observe and perform all covenants, burdens, stipulations, requirements and obligations from time to time affecting the Assigned Assets whether imposed by statute, contract or otherwise,
- (b) do all acts necessary to preserve its rights, title and interest in and to the Assigned Assets (including but not limited to taking all reasonable and practical steps to preserve and enforce its rights and pursue any claims and remedies arising under any Development Agreement), and
- (c) not, without the written prior consent of the Lender, agree to the amendment, waiver or release of any provision of a Development Agreement

5 5 Information

The Assignor will produce to the Lender such documents or information relating to the Assigned Assets as the Lender may from time to time reasonably request and promptly deliver to the Lender a copy of any notice or proceedings served by any person on the Assignor concerning the Assigned Assets or alleging any breach of its obligations relating to the Assigned Assets

5 6 Retention of documents

The Lender may retain any document delivered to it pursuant to this Deed or otherwise until the Security created by this Deed is released and if, for any reason it ceases to hold any such document before such time, it may by notice to the Assignor require that the relevant

document be redelivered to it and the Assignor shall immediately comply (or procure compliance) with such notice

5 7 Jeopardy

The Assignor will not do, or cause or permit to be done, anything which may depreciate, jeopardise or otherwise prejudice the value of the Assigned Assets without the prior written consent of the Lender

5 8 Power to remedy

- (a) If the Assignor at any time defaults in complying with any of its obligations contained in this Deed, the Lender shall, without prejudice to any other rights arising as a consequence of such default, be entitled to make good such default and the Assignor irrevocably authorises the Lender and its employees and agents by way of security to do all such things necessary or desirable in connection with the same
- (b) Any moneys so expended by the Lender shall be repayable by the Assignor to the Lender on demand together with interest at the Default Rate from the date of payment by the Lender until such repayment, both before and after judgment

6 Further assurance

6 1 Further assurance

The Assignor shall, if and when required by the Lender, execute such further Security and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to all or any of the Assigned Assets to secure the Secured Liabilities or to create, perfect, protect or maintain the security intended to be created by this Deed over the Assigned Assets or any part thereof or to facilitate the realisation of the same

6 2 Certain documentary requirements

Such further Security and assurances shall be prepared by or on behalf of the Lender, at the expense of the Assignor, and shall contain an immediate power of sale without notice, a clause excluding section 93 of the LPA, a clause excluding the restrictions contained in section 103 of the LPA and such other clauses for the benefit of the Group Members as the Lender may reasonably require

7 Certain powers of the Lender

7 1 Powers on enforcement

At any time while an Event of Default is continuing, or if requested by the Assignor, the Lender may, without further notice and whether or not a Receiver shall have been appointed, exercise all the powers conferred on mortgagees by the LPA, as varied or extended by this Deed, and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference

7 2 Subsequent Security

- (a) If the Lender receives notice of any subsequent Security affecting the Assigned Assets or any part thereof, the Lender may open a new account for the Assignor

- (b) If it does not open a new account then, unless the Lender gives express written notice to the contrary to the Assignor, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Assignor to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Secured Liabilities outstanding at the time when it received such notice

7 3 Contingencies

- (a) If the Lender enforces the security constituted by this Deed at a time when no amount in respect of the Secured Liabilities is due and payable, the Lender (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account
- (b) The Lender may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows
 - (i) paying all costs, charges and expenses incurred and payments made by the Lender (or the Receiver) in the course of such enforcement,
 - (ii) paying remuneration to the Receiver as and when the same becomes due and payable, and
 - (iii) paying amounts due and payable in respect of the Secured Liabilities as and when the same become due and payable

7 4 Redemption of prior Security

If an Event of Default is continuing or if requested by the Assignor, the Lender may

- (a) redeem any prior Security against any Assigned Asset, and/or
- (b) procure the transfer of that Security to itself, and/or
- (c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer and any accounts settled and passed will be conclusive and binding on the Assignor

The Assignor shall pay on demand all principal moneys, interest, costs, charges and expenses in connection with any such redemption and/or transfer

7 5 Power of sale and right of consolidation

Sections 93 and 103 of the LPA do not apply to the security constituted by this Deed

8 Appointment and powers of Receiver

8 1 Appointment

- (a) At any time while an Event of Default is continuing, or if requested by the Assignor, the Lender may by instrument in writing executed as a deed or under the hand of any duly authorised officer appoint a Receiver of the Assigned Assets or any part thereof
- (b) Where more than one Receiver is appointed, each joint Receiver shall have power to act severally and independently of any other joint Receivers, except to the extent that the Lender may specify to the contrary in the appointment

- (c) The Lender may (subject to clause 45 of the Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place
- (d) Where the Assignor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 of the Insolvency Act 1986 (a) obtaining a moratorium, or (b) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 of the Insolvency Act 1986 shall not be grounds for appointment of a Receiver

8 2 Receiver as agent

A Receiver shall be the agent of the Assignor and the Assignor shall be solely responsible for his acts or defaults and for his remuneration

8 3 Powers of Receiver

A Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute and power on behalf and at the expense of the Assignor to do, or omit to do, anything which the Assignor could do, or omit to do, in relation to the Assigned Assets or any part thereof including

- (a) raise or borrow any money from or incur any other liability to any Group Member or others on such terms, with or without security, as he may think fit and so that any such security may be or include a charge on the whole or any part of the Assigned Assets ranking in priority to this security or otherwise, and/or
- (b) vary the terms of, sell or otherwise dispose of or deal with all or any of the Assigned Assets for such consideration and generally on such terms and conditions as he may think fit. The consideration for such sale or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall immediately be and become charged with the payment of all the Secured Liabilities, and/or
- (c) promote the formation of companies with a view to the same becoming a Subsidiary of the Assignor and purchasing or otherwise acquiring interests in all or any of the Assigned Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase or otherwise acquire all or any of the Assigned Assets on such terms and conditions as he may think fit, and/or
- (d) make any arrangement or compromise or enter into, or cancel, any contracts which he shall think expedient, and/or
- (e) appoint and discharge managers, agents, officers and employees for any of the purposes referred to in this clause 8 3, and/or
- (f) institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Assigned Assets or any part thereof or submit to arbitration as he may think fit, and/or
- (g) delegate his powers in accordance with clause 11 (Delegation), and/or
- (h) sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers referred to in this clause 8 3 or to the realisation of the Security created by or

pursuant to this Deed and to use the name of the Assignor for all the purposes referred to in this clause 8 3

8 4 Remuneration

The Lender may from time to time determine the remuneration of any Receiver and section 109(6) of the LPA shall be varied accordingly

9 Application of proceeds

All moneys received by the Lender or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Liabilities, in or towards satisfaction of such of the Secured Liabilities and in such order as the Group Members may from time to time conclusively agree, except that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time determine and the Receiver may retain the same for such period as he and the Lender consider expedient

10 Protection of third parties

10 1 Deemed right to enforce

In favour of any purchaser (as defined in section 205 of the LPA) or person dealing in good faith, the Secured Liabilities shall be deemed to become due, and all rights of enforcement conferred on the Lender by the LPA, as varied and extended by this Deed, shall be deemed to arise, immediately after the execution of this Deed

10 2 No enquiry required

No purchaser or other person dealing with the Lender or a Receiver shall be bound or concerned to enquire whether any power exercised or purported to be exercised under this Deed has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by, or other dealing with, the Lender or such Receiver or be concerned with notice to the contrary Any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly

11 Delegation

The Lender and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed Any such delegation may be made on the terms (including power to sub-delegate) and subject to any regulations which the Lender or such Receiver (as the case may be) may think fit Neither the Lender nor any Receiver will be in any way liable or responsible to the Assignor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate

12 Indemnities

12 1 Enforcement costs

The Assignor shall pay to the Lender on demand the amount of all costs and expenses (including legal fees, stamp duties and any value added tax) incurred by the Lender or any Receiver in connection with the enforcement, preservation or release of any rights under this Deed on a full indemnity basis

12 2 Indemnity from Assigned Assets

The Lender and any Receiver, attorney, agent or other person appointed by the Lender under this Deed and the officers and employees of the Lender and any such Receiver, attorney, agent or other person (each an **Indemnified Party**) shall be entitled to be indemnified out of the Assigned Assets in respect of all costs and losses which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of

- (a) anything done or omitted in the exercise, or purported exercise, of the powers contained in this Deed, or
- (b) any breach by the Assignor of any of its obligations under this Deed, or
- (c) any claim made or asserted against an Indemnified Party under any law which would not have arisen if this Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party

13 Power of attorney

13 1 Power of attorney

The Assignor, by way of security irrevocably appoints each of the Lender and any Receiver and their respective delegates severally to be its attorney in its name and on its behalf

- (a) to execute and complete any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Assigned Assets or for vesting the same in the Lender, its nominee or any purchaser,
- (b) to sign, execute, seal and deliver, and otherwise perfect, any further Security or document referred to in clause 6 1 (Further assurance), and
- (c) otherwise generally to sign, seal, execute and deliver all deeds, agreements and other documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under this Deed or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in of the Assigned Assets or any part thereof or in connection with any other exercise of any power under this Deed

13 2 Ratification

The Assignor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney pursuant to clause 13 1 (Power of attorney) shall do, or purport to do, in the exercise of his powers under clause 13 1 (Power of attorney)

14 Miscellaneous

14 1 Continuing security

This Deed and the obligations of the Assignor under this Deed shall

- (a) secure the ultimate balance of the Secured Liabilities and shall be a continuing Security notwithstanding any settlement of account or other matter whatsoever,

- (b) be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Security, right or remedy held by or available to any Group Member, and
- (c) not merge with, or be in any way prejudiced or affected by the existence of, any such Collateral Instrument, Security, right or remedy

14 2 Settlements conditional

Any settlement or discharge between any Group Member and the Assignor shall be conditional on no Security granted to, or disposition or payment to, that Group Member (whether by the Assignor or otherwise) being avoided or reduced as a result of insolvency or any similar event and the Lender shall be entitled to recover the value or amount of any such Security or payment from the Assignor and to enforce this Deed as if such settlement or discharge had not occurred

14 3 Retention

The Lender will be entitled to retain this Deed for 6 months after repayment in full of the Secured Liabilities. If within that period any application is made, a petition is presented or a resolution is passed or other steps are taken for the winding up, the administration or the bankruptcy of the Assignor or any other person who is liable in respect of, or has discharged any of, the Secured Liabilities, the Lender may retain this Deed for so long as it requires in respect of any liability of the Assignor under this Deed

14 4 Deposits

Without prejudice to any right of set-off which any Group Member may have under any Finance Document or otherwise, if any time deposit matures on any account the Assignor has with a Group Member at any time when

- (a) this security has become enforceable, and
- (b) no amount of the Secured Liabilities is due and payable,

that time deposit shall automatically be renewed for any further maturity which the relevant Group Member considers appropriate. Any Group Member may rely on this clause 14 4 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999

14 5 No responsibility for loss

Neither the Lender nor any Receiver shall be responsible for any loss occasioned by the timing of the exercise of its powers under this Deed

14 6 No liability as mortgagee in possession

Neither the Lender nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Assigned Assets or be liable for any loss on realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable

15 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the

remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired

16 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Lender or any Group Member, any right or remedy available to it under this Deed or otherwise in respect of the Secured Liabilities shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of or exercise of any other right or remedy. The rights and remedies provided in this Deed and in any other agreement providing for or entered into in connection with the Secured Liabilities are cumulative and not exclusive of any rights or remedies provided by law. Any Group Member may rely on this clause 16 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999.

17 Notices

17.1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

17.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is

(a) in the case of the Assignor, that specified above, and

(b) in the case of the Lender

Address Santander Corporate Banking
 298 Deansgate
 Manchester
 M3 4HH

Fax number 0161 953 3517

Attention Commercial Property Administration Manager,

or any substitute address, fax number or department or officer as either Party may notify to the other by not less than 5 Business Days' notice

17.3

(a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective

(i) if by way of fax, when received in legible form, or

(ii) if by way of letter, when it has been left at the relevant address or 5 days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 17.2, if addressed to that department or officer

(b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly

marked for the attention of the department or officer identified above (or any substitute department or officer as the Lender shall specify for this purpose)

18 Calculations and certificates

18.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by a Group Member are prima facie evidence of the matters to which they relate

18.2 Certificates and determinations

Any certification or determination by the Lender or a Group Member under this Deed or any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates

18.3 No set off by the Assignor

All payments to be made by the Assignor under this Deed shall, subject to the terms of the Finance Documents, be calculated and be made without (and free and clear of any deduction for) set off or counterclaim

19 Set off

The Lender or a Group Member may set off any matured obligation due from the Assignor against any matured obligation owed by the Lender or that Group Member to the Assignor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender or that Group Member may convert either obligation at a market rate of exchange in its usual course of business for the purposes of the set off. Any Group Member may rely on this clause 19 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999

20 Currency

If a payment is made to the Lender under this Deed in a currency other than the currency in which it is expressed to be payable (**Contractual Currency**), the Lender may convert that payment into the Contractual Currency at a market rate of exchange in its usual course of business on or around the date of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Assignor will remain liable for such shortfall and such shortfall shall form part of the Secured Liabilities

21 Assignment

21.1 The Lender or any Group Member may at any time assign or otherwise transfer all or any part of its rights and obligations under this Deed or any Security created by or under it

21.2 The Lender and each Group Member may disclose to any person

- (a) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of
 - (i) the Secured Liabilities, and/or
 - (ii) its rights and obligations under this Deed,

- (b) with (or through) whom it enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Secured Liabilities or the Assignor,
- (c) to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation, or
- (d) who is its Affiliate,

any information about the Assignor and this Deed as the Lender or that Group Member shall consider appropriate

21 3 The Assignor may not assign any of its rights or transfer any of its rights or obligations under this Deed

21 4 Any Group Member may rely on this clause 21 subject to the provisions of the Contracts (Rights of Third Parties) Act 1999

22 Counterparts

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

23 Governing law

23 1 This Deed shall be governed by, and construed in accordance with, English law and all claims and disputes between the Parties arising out of or in connection with this Deed (whether or not contractual in nature) shall be determined in accordance with English law

23 2 If in any court either Party argues that a court other than the courts of England and Wales has jurisdiction to determine a dispute or difference between the Parties arising out of or in connection with this Deed that issue shall be determined in accordance with English law and each Party irrevocably and unconditionally waives any right it might otherwise have to rely upon the law of the forum or any other law

This Deed has been entered into at the date stated at the beginning of this Deed

Schedule 1

Development Agreements

2011 Design and Build Contract dated 5th February 2013 and entered into between the Assignor and Seddon Construction Limited (company number 3578140) with its registered office at Plodder Lane, Edge Fold, Bolton BL4 0NN for the design and construction of 18 bedroom acquired brain injury unit at Oak Vale Gardens, Broad Green Road, Liverpool.

Schedule 2

Development Agreements

Form of notice to counterparties to Development Agreements

[Date]

To [insert name of counterparty]

Dear Sirs

The agreement described in the attached schedule (Agreement)

We hereby notify you that by an assignment dated ♦ 200♦, we have assigned to Santander UK plc (**Lender**) all our right, title and interest in and to the Agreement

We hereby irrevocably and unconditionally authorise and instruct you

1 without notice or reference to, or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from the Lender relating to the Agreement and any rights under or in connection with the Agreement, and

2 to pay all sums payable by you under the Agreement directly to the Lender at

Account name ♦

Account number ♦

Sort code ♦

Bank address ♦

or such other account as the Lender may specify from time to time

Please sign and return the acknowledgement attached to one enclosed copy of this notice to the Lender and the other copy to us

The provisions of this notice are governed by English law

Yours faithfully

for and on behalf of
GJP Liverpool Limited (Assignor)

Schedule to notice of assignment

Date	Parties	Description
♦	♦	♦

Schedule 3

Form of acknowledgement from counterparties to Development Agreements

[Date]

To Santander UK plc
298 Deansgate
Manchester
M3 4HH

Attention Commercial Property Administration Manager

Dear Sirs

Acknowledgement of notice

We acknowledge receipt of the notice of assignment (**Notice**) of which the above is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that

- (a) there has been no amendment, waiver or release of any rights or interests in the Agreement since the date of the Agreement,
- (b) we will not agree to any amendment, waiver or release of any provision of the Agreement without the prior written consent of the Lender,
- (c) we shall act in accordance with the Notice,
- (d) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Assignor's interest in the Agreement in favour of any other person,
- (e) as at the date of this acknowledgement, we are not aware of any breach by the Assignor of the terms of the Agreement, and
- (f) we do not have and have not claimed or exercised any right or claim against the Assignor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Agreement

This acknowledgement shall be governed by and construed in accordance with English law

Yours faithfully

For and on behalf of
{insert name of counterparty}

cc GJP Liverpool Limited, Seddon Building Plodder Lane, Edge Fold, Bolton, BL4 0NN (FAO Alison Brooks)

SIGNATURES

Assignor

Executed as a deed on behalf of
GJP Liverpool Limited
acting by two directors or one director and the
company secretary

) [Redacted] X
) Director
) [Redacted] X
) Director/Secretary

Lender

SANTANDER UK PLC

By.

[Redacted]

Andrew Jamieson

[Redacted]

Anthony Quinn