

MR01

Particulars of a charge

V083433/13



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

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

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

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 the charge.
If the form is delivered outside of the 21 days it will be rejected unless it is
delivered with a court order extending the time for delivery

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

TUESDAY



LD3 23/07/2013 #107
COMPANIES HOUSE

1 Company details

Company number 08320624

Company name in full SUSTAINABLE COMMUNITIES FOR LEEDS LIMITED

2 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 01/07/2013

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 SUSTAINABLE COMMUNITIES FOR LEEDS (FINANCE) 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

MR01

Particulars of a charge

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

MR01

Particulars of a charge

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 *EMS Cameron McKenna LLP* X

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

MR01

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 Emily Chalmers

Company name CMS Cameron McKenna LLP

Address Mitre House

160 Aldersgate Street

London

Post town

County/Region

Postcode EC1A 4DD

Country

DX DX 135316 BARBICAN 2

Telephone 020 7367 3166



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

CHFP025

04/13 Version 1.0



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number. 8320624

Charge code: 0832 0624 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th July 2013 and created by SUSTAINABLE COMMUNITIES FOR LEEDS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd July 2013.

DH

Given at Companies House, Cardiff on 26th July 2013



SECURITY AGREEMENT

11 July

2013

SUSTAINABLE COMMUNITIES FOR LEEDS LIMITED

In favour of

SUSTAINABLE COMMUNITIES FOR LEEDS (FINANCE) PLC

THIS SECURITY AGREEMENT IS ENTERED INTO WITH THE BENEFIT OF AND SUBJECT TO
THE TERMS OF THE SECURITY TRUST AND INTERCREDITOR DEED

CERTIFIED AS A TRUE AND
COMPLETE COPY OF THE
ORIGINAL SAVE FOR
REDACTIONS UNDER S.
859G COMPANIES ACT 2006
...*CMS Cameron McKenna LLP*...
Date: *19/07/13*.....
CMS Cameron McKenna LLP,
Mitre House, 160 Aldersgate
Street, London EC1A 4DD

CMS Cameron McKenna LLP
Mitre House
160 Aldersgate Street
London EC1A 4DD
T +44(0)20 7367 3000
F +44(0)20 7367 2000

CONTENTS

Clause	Page
1 Interpretation	2
2 Creation of Security	4
3 Representations and Warranties – General	8
4 Restrictions on dealings	8
5 Land	8
6 Investments	11
7 Intellectual Property	13
8 Project Documents and Insurances	14
9 Plant and machinery	14
10 Nameplates	15
11 When Security becomes Enforceable	15
12 Enforcement of Security	15
13 No Liability as Mortgagee in Possession	16
14 Receiver	17
15 Powers of Receiver	18
16 Application of Proceeds	20
17 Expenses and Indemnity	20
18 Delegation	20
19 Further Assurances	20
20. Power of Attorney	21
21 Preservation of Security	21
22 Miscellaneous	23
23 Notices	23
24 Release	24
25 Governing Law	24

Schedule

1. Forms of Letter for Project Documents, Insurances and Accounts	25
Part 1 Notice to Project Document Counterparty	25
Part 2 Acknowledgement of Project Document Counterparty	26
Part 3 Notice to Insurer	27
Part 4 Acknowledgement of Insurer	29
Part 5 Form of Notice of Assignment of Accounts	30
Part 6 Acknowledgement of Account Bank	32

THIS DEED is dated

11 July

2013

BETWEEN

- (1) **SUSTAINABLE COMMUNITIES FOR LEEDS LIMITED** a company incorporated in England and Wales with registered number 08320624 whose registered office is at One New Change, London EC4M 9AF (the "Chargor"), and
- (2) **SUSTAINABLE COMMUNITIES FOR LEEDS (FINANCE) PLC** a company incorporated in England and Wales with registered number 8594721 whose registered office is at One New Change, London EC4M 9AF (the "Issuer"),

BACKGROUND

- (A) The Chargor enters into this Deed in connection with the Bond Proceeds On-Loan Agreements (as defined in the Collateral Deed (as defined below))
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may execute this document under hand only

IT IS AGREED as follows

1. INTERPRETATION

1.1 Definitions

In this Deed

"Account Bank" means each bank from time to time holding an Account of the Chargor pursuant to the terms of the Finance Documents, being at the date of this Agreement Bank of New York Mellon, London Branch.

"Account Bank Agreement" has the meaning given to it in the Collateral Deed

"Act" means the Law of Property Act 1925

"Collateral Deed" means the collateral deed entered into on or about the date of this agreement between: (i) the Chargor, (ii) HoldCo, (iii) the Issuer, (iv) the Security Trustee, (v) BNY Mellon Corporate Trustee Services Limited as Bond Trustee, (vi) Assured Guaranty (Europe) Limited and (vii) Assured Guaranty Municipal Corporation

"Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003 No 3226) as amended

"Finance Document" has the meaning given to it in the Collateral Deed.

"First Ranking Security" means the security agreement entered into on or about the date of this agreement between (i) the Chargor and (ii) the Security Trustee for and on behalf of the Senior Creditors

"Insurance" has the meaning given to that term in the Collateral Deed

"Majority Creditors" has the meaning given to that term in the Security Trust and Intercreditor Deed

"Party" means a party to this Deed.

"Proceeds On-Loan Agreements" has the meaning given to it in the Collateral Deed

"Project Documents" has the meaning given to it in the Collateral Deed

"Receiver" means an administrative receiver, a receiver and manager or a receiver, in each case, appointed under this Deed

"Reservations" has the meaning given to that term in the Collateral Deed.

"Senior Creditor" has the meaning given to it in the Security Trust and Intercreditor Deed

"Secured Obligations" means all present or future, actual or contingent, obligations of the Chargor (whether entered into solely or jointly with one or more persons and whether as principal or as surety) to the Issuer under the Proceeds On-Loan Agreements (which shall include, without limitation, any liability in respect of any further advances made under the Proceeds On-Loan Agreements)

"Security Assets" means all assets of the Chargor the subject of any security created by or pursuant to this Deed or, in the case of any right of the Chargor under a document which cannot be secured in the manner envisaged by this Deed without the consent of a party to that document, prior to such consent being given, such right

"Security Interest" has the meaning given to that term in the Collateral Deed

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full

"Security Trust and Intercreditor Deed" means the security trust and intercreditor deed dated on or about the date of this Deed between (among others) the Chargor and the Security Trustee

1.2 Construction

- (a) Capitalised terms defined in the Collateral Deed have, unless expressly defined in this Deed, the same meaning in this Deed
- (b) The principles of construction set out in the Collateral Deed will have effect as if set out in this Deed
- (c) The term
 - (i) **"Finance Document"** includes all amendments and supplements including supplements providing for further advances,
 - (ii) the term **"financial collateral"** has the meaning given to it in the Collateral Regulations, and
 - (iii) **"this Security"** means any security created by or pursuant to this Deed
- (d) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period

- (e) The terms of the other Finance Documents and of any side letters between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (f) If the Issuer considers that an amount paid to the Issuer under the Proceeds On-Loan Agreements is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed
- (g) Any reference to an account shall include any sub-account of such account
- (h) Unless the context otherwise requires, a reference to a Security Asset includes:
 - (i) any part of that Security Asset;
 - (ii) the proceeds of sale of that Security Asset, and
 - (iii) any present and future assets of that type
- (i) The parties hereto acknowledge and argue that this Deed is subject to the terms of the Security Trust and Intercreditor Deed

2. CREATION OF SECURITY

2.1 General

- (a) All the security created under this Deed
 - (i) is created in favour of the Issuer;
 - (ii) is created over present and future assets of the Chargor;
 - (iii) is security for the payment of all the Secured Obligations, and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994
- (b) If the rights of the Chargor under a document cannot be secured in the manner envisaged by this Deed without the consent of a party to that document
 - (i) the Chargor must notify the Issuer promptly,
 - (ii) this Security will secure all amounts which the Chargor may receive, or has received, under or in respect of that document but exclude the document itself, and
 - (iii) unless the Issuer otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed

2.2 Land

- (a) The Chargor charges:

- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it,
- (ii) (to the extent that they are not the subject of a mortgage under subparagraph (i) above) by way of first fixed charge all estates or interests in any freehold or leasehold property
- (b) A reference in this Deed to any freehold or leasehold property includes
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

- (a) The Chargor charges by way of a first fixed charge its interest in all shares, stocks, debentures, bonds, warrants, coupons or other securities and investments owned by it or held by any nominee on its behalf (including any Authorised Investment)
- (b) A reference in this Deed to any stock, share, debenture, bond, warrant, coupon or other security includes
 - (i) any dividend, interest or other distribution paid or payable,
 - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,
 - (iii) any right against any clearance system, and
 - (iv) any right under any custodian or other agreement,

in relation to that stock, share, debenture, bond, warrant, coupon or other security

- (c) A "clearance system" means for the purposes of this Deed a person whose business is or includes the provision of clearance services or security accounts or any nominee or depositary for that person

2.4 Plant and machinery

The Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession.

2.5 Credit balances

- (a) The Chargor charges by way of a first fixed charge all of its rights in respect of all amounts standing to the credit of any account it has with any person and the debt represented by that account. This includes each Project Account (as defined in the Account Bank Agreement)
- (b) The Chargor must
 - (i) promptly serve a notice of charge, substantially in the form of Part 5 of Schedule 1 (*Forms of Letter for each Project Document, Insurances and Accounts*), on each Account Bank, and

- (ii) use all its reasonable endeavours to procure that the Account Bank promptly acknowledges such notice referred to in (b)(i) above, substantially in the form of Part 6 of Schedule 1 (*Forms of Letter for each Project Document, Insurances and Accounts*),

2.6 Book debts etc.

The Chargor charges by way of a first fixed charge

- (a) all of its book and other debts,
- (b) all other moneys due and owing to it (including any compensation), and
- (c) the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under paragraph (a) or (b) above

2.7 Other contracts

- (a) The Chargor assigns by way of security all of its rights in respect of
 - (i) any agreement to which it is a party (including the Project Documents) except to the extent that it is subject to any fixed security created under any other term of this Clause;
 - (ii) any letter of credit or bond issued in its favour; and
 - (iii) any bill of exchange or other negotiable instrument held by it
- (b) To the extent that they are not effectively assigned under paragraph (a) above, the Chargor charges by way of first fixed charge of all of its rights referred to in paragraph (a) above

2.8 Insurances

- (a) The Chargor assigns by way of security all of its rights in respect of the Insurances (including without limitation all claims and returns of premium in respect of them) and any other contract or policy of insurance taken out by it or on its behalf or in which it has an interest
- (b) To the extent that they are not effectively assigned under paragraph (a) above, the Chargor charges by way of first fixed charge of all of its rights referred to in paragraph (a) above

2.9 Intellectual property

The Chargor charges by way of a first fixed charge, all of its rights in respect of.

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right,
- (b) any copyright or other intellectual property monopoly right, or
- (c) any interest (including by way of licence) in any of the above,

in each case whether registered or not and including all applications for the same

2.10 Miscellaneous

The Chargor charges by way of first fixed charge

- (a) any beneficial interest, claim or entitlement it has in or to any assets of any pension fund,
- (b) its goodwill,
- (c) the benefit of any authorisation (statutory or otherwise) held in connection with its business or the use of any of its assets,
- (d) the right to recover and receive compensation which may be payable to it in respect of any authorization referred to in paragraph (c) above, and
- (e) its uncalled capital

2.11 Floating charge

- (a) The Chargor charges by way of a first floating charge all its assets not at any time otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause 2 (*Creation of Security*)
- (b) Except as provided below, the Issuer may by notice to the Chargor convert the floating charge created by this Clause 2.11 (*Floating charge*) with immediate effect into a fixed charge as regards any of the Chargor's assets specified in that notice, if:
 - (i) an Event of Default is outstanding,
 - (ii) the Issuer considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy or that it is desirable to do so to protect or preserve the security constituted by this Deed over any of the Security Assets and/or the priority of that security, or
 - (iii) the Chargor fails to comply, or takes or threatens to take any action which in the opinion of the Issuer is likely to result in it failing to comply with its obligations under Clause 4 (*Restrictions on Dealings*).
- (c) The floating charge created by this Clause 2.11 (*Floating charge*) may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium, or
 - (ii) anything done with a view to obtaining a moratorium,

under the Insolvency Act 2000

- (d) The floating charge created under this Clause 2.11 (*Floating charge*) will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's assets if:
 - (i) an administrator of the Chargor is appointed or the Issuer receives notice of any intention to appoint an administrator of the Chargor,
 - (ii) the Chargor creates or attempts to create any Security Interest over any of the Security Assets (except as expressly permitted under the Collateral Deed); or

- (iii) any person levies or attempts to levy any distress, execution or other process against any of the Security Assets
- (e) The floating charge created by this Clause 2.11 (*Floating charge*) is a "qualifying floating charge" for the purposes of Paragraph 14 of Schedule B1 to the Insolvency Act 1986

2.12 Exercising rights by the Chargor

Except whilst an Event of Default is outstanding the Chargor may exercise its rights under or in relation to the assets charged and/or assigned by Clauses 2.2 (*Land*), 2.3 (*Investments*), 2.4 (*Plant and machinery*), 2.5 (*Credit balances*), 2.6 (*Book debts etc*), 2.7 (*Other contracts*), 2.8 (*Insurances*), 2.9 (*Intellectual property*) and 2.10 (*Miscellaneous*) provided that the exercise of those rights in the manner proposed would not result in the occurrence of an Event of Default

3. REPRESENTATIONS AND WARRANTIES – GENERAL

3.1 Nature of security

Subject to the Reservations and any general principles of law, or qualifications referred to in any legal opinion, the Chargor represents and warrants to the Issuer that this Deed creates those Security Interests it purports to create with the ranking set out in this Deed and is not liable to be avoided, amended or otherwise set aside on the liquidation or administration of the Chargor or otherwise

3.2 Times for making representations

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed
- (b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be repeated by the Chargor on each date during the Security Period
- (c) When a representation and warranty is repeated, it is applied to the circumstances existing at the time of repetition

4. RESTRICTIONS ON DEALINGS

The Chargor must not:

- (a) create or allow to subsist any Security Interest (other than this Deed) on any Security Asset, or
 - (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset,
- except as expressly allowed under the Collateral Deed

5. LAND

5.1 General

In this Clause:

"**Fixtures**" means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property

"Mortgaged Property" means all estates or interests in any freehold or leasehold property included in the definition of "Security Assets" in Clause 1.1 (Definitions)

"Premises" means all buildings and structures included in the definition of "Security Assets" in Clause 1.1 (Definitions)

"Report on Title" means any report on title on the Mortgaged Property addressed to the Security Trustee (on behalf of the Senior Creditors)

5.2 Title

The Chargor represents to the Issuer that except as disclosed in any Report on Title.

- (a) it is the legal and beneficial owner of the Mortgaged Property,
- (b) no breach of any law, regulation or covenant is outstanding which affects or might affect materially the value, marketability or use of the Mortgaged Property,
- (c) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affecting the Mortgaged Property;
- (d) nothing has arisen or has been created or is subsisting which would be an overriding interest over the Mortgaged Property,
- (e) no facilities necessary for the enjoyment and use of the Mortgaged Property are enjoyed by the Mortgaged Property on terms entitling any person to terminate or curtail its use,
- (f) it has received no notice of any adverse claims by any person in respect of the ownership of the Mortgaged Property or any interest in it, nor has any acknowledgement been given to any person in respect of the Mortgaged Property; and
- (g) the Mortgaged Property is held by it free from any Security Interest or any tenancies or licences

5.3 Repair

The Chargor must keep

- (a) the Premises in good and substantial repair and condition and adequately and properly painted and decorated, and
- (b) the Fixtures and all plant, machinery, implements and other effects owned by it and which are in or on the Premises or elsewhere in a good state of repair and in good working order and condition

5.4 Compliance with leases and covenants

The Chargor must.

- (a) perform all the terms on its part contained in any lease comprised in the Mortgaged Property, and
- (b) not do or allow to be done any act as a result of which any lease comprised in the Mortgaged Property may become liable to forfeiture or otherwise be terminated

5.5 Acquisitions

- (a) If the Chargor acquires any freehold or leasehold property after the date of this Deed it must
 - (i) notify the Issuer immediately,
 - (ii) immediately on request by the Issuer and at the cost of the Chargor, execute and deliver to the Issuer a legal mortgage in favour of the Issuer of that property in any form which the Issuer may require,
 - (iii) if the title to that freehold or leasehold property is registered at The Land Registry or required to be so registered, give The Land Registry written notice of this Security; and
 - (iv) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at The Land Registry
- (b) If the consent of the landlord in whom the reversion of a lease is vested is required for the Chargor to execute a legal mortgage over it, the Chargor will not be required to perform that obligation unless and until it has obtained the landlord's consent. The Chargor must use its reasonable endeavours to obtain the landlord's consent.

5.6 Compliance with applicable laws and regulations

The Chargor must perform all its obligations under any law or regulation in any way related to or affecting the Mortgaged Property.

5.7 Notices

The Chargor must, within 14 days after the receipt by the Chargor of any application, requirement, order or notice served or given by any public or local or any other authority with respect to the Mortgaged Property (or any part of it)

- (a) deliver a copy to the Issuer; and
- (b) inform the Issuer of the steps taken or proposed to be taken to comply with the relevant requirement

5.8 Leases

The Chargor must not grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of the Mortgaged Property or any part of it or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property other than as expressly allowed under the Collateral Deed

5.9 The Land Registry

The Chargor must apply to the Chief Land Registrar for a restriction in the following terms to be entered on the Register of Title relating to any Mortgaged Property registered at The Land Registry and against which this Security may be noted

"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 in favour of Sustainable Communities for Leeds (Finance) plc referred to in the charges register"

5.10 Deposit of title deeds

To the extent that any deeds and documents of title relating to the Mortgaged Property and all local land charges, land charges and The Land Registry search certificates and similar documents received by or on behalf of the Chargor have not been deposited with the Security Trustee pursuant to the First Ranking Security the Chargor must promptly deposit all such deeds and documents with the Issuer

5.11 Power to remedy

If the Chargor fails to perform any term affecting the Mortgaged Property, the Chargor must allow the Issuer or its agents and contractors

- (a) to enter any part of the Mortgaged Property;
- (b) to comply with or object to any notice served on the Chargor in respect of the Mortgaged Property, and
- (c) to take any action as the Issuer considers necessary to prevent or remedy any breach of any such term or to comply with or object to any notice in relation to the Mortgaged Property.

The Chargor must immediately on request by the Issuer pay the costs and expenses of the Issuer or its agents and contractors incurred in connection with any action taken by it under this Subclause.

6. INVESTMENTS

6.1 Terms

If there is any conflict between the terms of this Clause and the Account Bank Agreement, the Account Bank Agreement will prevail

6.2 General

In this Clause

"Investments" means all shares, stocks, debentures, bonds or other securities and investments included in the definition of "Security Assets" in Clause 1.1 (Definitions)

6.3 Investments

The Chargor represents to the Issuer that:

- (a) to the extent applicable, the Investments are fully paid, and
- (b) it is the sole legal and beneficial owner of the Investments

6.4 Deposit

The Chargor must:

- (a) unless deposited with the Account Bank under the Account Bank Agreement, immediately deposit with the Issuer, or as the Issuer may direct, all certificates and other documents of title or evidence of ownership in relation to the Investments; and

- (b) promptly execute and deliver to the Issuer all share transfers and other documents which may be requested by the Issuer in order to enable the Issuer or the Account Bank or its nominees to be registered as the owner or otherwise obtain a legal title to the Investments

6.5 Changes to rights

The Chargor must not take or allow the taking of any action on its behalf which may result in the rights attaching to any of the Investments being altered or further shares in the Chargor being issued

6.6 Calls

- (a) The Chargor must pay all calls or other payments due and payable in respect of any Investment.
- (b) If the Chargor fails to do so, the Issuer may pay the calls or other payments on behalf of the Chargor. The Chargor must immediately on request reimburse the Issuer for any payment made by the Issuer under this Subclause

6.7 Other obligations in respect of Investments

- (a) The Chargor must
 - (i) comply with all requests for information which are within its knowledge and which it is required by law (including section 793 of the Companies Act 2006) or the constitutional documents relating to any of its Investments to comply with. If it fails to do so, the Issuer may elect to provide any information which it may have on behalf of the Chargor, and
 - (ii) promptly supply a copy to the Issuer of any information referred to in subparagraph (i) above
- (b) The Chargor must comply with all other conditions and obligations assumed by it in respect of any Investment.
- (c) The Issuer is not obliged to:
 - (i) perform any obligation of the Chargor,
 - (ii) make any payment,
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Investment

6.8 Voting rights

- (a) Before this Security becomes enforceable the voting rights, powers and other rights in respect of the Investments must (if exercisable by the Issuer) be exercised in any manner which the Chargor may direct in writing, and the Chargor hereby indemnifies the Issuer against any loss or liability incurred by the Issuer as a consequence of the Issuer (or any of

its delegates, sub delegates, agents or appointees) acting in respect of the Investments on the direction of the Chargor

- (b) After this Security has become enforceable, the Issuer may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise

6.9 Clearance systems

The Chargor must, if so requested by the Issuer, instruct any clearance system to transfer any Investment held by it for the Chargor or its nominee to an account of the Issuer, the Account Bank or its nominee with that clearance system

6.10 Custodian arrangements

The Chargor must

- (a) promptly give notice to any custodian of any agreement with that custodian in respect of any Investment in a form the Issuer may require, and
- (b) use reasonable endeavours to ensure that the custodian acknowledges that notice in a form the Issuer may require

7. INTELLECTUAL PROPERTY

7.1 General

In this Clause "Intellectual Property Rights" means.

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right,
- (b) any copyright or other intellectual property monopoly right;
- (c) any interest (including by way of licence) in any of the above, or
- (d) any application for any of the above,

in each case, whether registered or not, and included in the definition of "Security Assets" in Clause 1.1 (Definitions)

7.2 Representations

The Chargor represents to the Issuer that

- (a) the Intellectual Property Rights owned by it are all of the Intellectual Property Rights required by it in order for it to carry on its business as it is now being conducted,
- (b) it is the sole legal and beneficial owner of those Intellectual Property Rights;
- (c) those Intellectual Property Rights are free of any Security Interests (except for those created by or under this Deed) and any other rights or interests (including any licences) in favour of third parties,

- (d) it does not, in carrying on its business, infringe any Intellectual Property Rights of any third party, and
- (e) to its knowledge, no Intellectual Property Right owned by it is being infringed, nor is there any threatened infringement of any such Intellectual Property Right.

7.3 Preservation

- (a) The Chargor must
 - (i) make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep its Intellectual Property Rights in force,
 - (ii) take all other steps which are practicable to maintain and preserve its interests in its Intellectual Property Rights,
 - (iii) if requested to do so by the Issuer, make entries in any public register of its Intellectual Property Rights which either record the existence of this Deed or the restrictions on disposal imposed by this Deed, and
 - (iv) take such steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing those Intellectual Property Rights

The Chargor must ensure that, except with the prior consent of the Issuer, none of its Intellectual Property Rights which is registered is abandoned or cancelled, lapses or is liable to any claim of abandonment for non-use or otherwise

8. PROJECT DOCUMENTS AND INSURANCES

The Chargor must upon notice of the same from the Issuer:

- (a) promptly serve a notice of assignment, substantially in the form of Part 1 of Schedule 1 (*Forms of Letter for each Project Documents, Insurances and Accounts*), on each counterparty to a Project Document,
- (b) use its reasonable endeavours to procure that each such counterparty promptly acknowledges such notice referred to in (a) above, substantially in the form of Part 2 of Schedule 1 (*Forms of Letter for each Project Document and Insurances*),
- (c) promptly serve a notice of assignment in the form of Part 3 of Schedule 1 (*Forms of Letter for each Project Documents, Insurances and Accounts*) on each provider of the Insurances, and
- (d) use its reasonable endeavours to procure that each provider of the Insurances acknowledges such notice of charge referred to in (c) above, in the form of Part 4 of Schedule 1 (*Forms of Letter for each Project Documents, Insurances and Accounts*)

9. PLANT AND MACHINERY

9.1 Maintenance

The Chargor must

- (a) keep its plant and machinery in good repair and in good working order and condition, and

- (b) comply with all laws and regulations in any way related to or affecting its plant and machinery

9.2 Access

The Chargor must allow the Issuer and/or any person nominated by it at all reasonable times to enter upon any part of any premises owned by it to view the Plant and machinery

10. NAMEPLATES

The Chargor must take any action which the Issuer may require to evidence the interest of the Issuer in the plant and machinery. This includes fixing a nameplate on the plant and machinery in a prominent position stating that

- (a) the plant and machinery is charged in favour of the Issuer, and
- (b) the plant and machinery must not be transferred, sold, destroyed or otherwise interfered with without the prior consent of the Issuer

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1 Event of Default

This Security will become immediately enforceable if an Event of Default is outstanding. The Issuer shall use its reasonable endeavours (without it or the Issuer incurring any liability and subject to it being indemnified and/or secured and/or pre-funded to its satisfaction) to procure that notice is given to the Chargor that this Security is enforceable

11.2 Enforcement

After this Security has become enforceable, the Issuer may enforce all or any part of this Security in any manner the Security Trustee and/or the Majority Creditors direct in accordance with the terms of the Security Trust and Intercreditor Deed

12. ENFORCEMENT OF SECURITY

12.1 General

- (a) The power of sale and any other power conferred on a mortgagee by law (including under section 101 of the Act and the power to appoint an administrator) will be immediately exercisable at any time after this Security has become enforceable
- (b) For the purposes of all powers implied by law, the Secured Obligations are deemed to have become due and payable on the date of this Deed
- (c) Any restriction on the power of sale (including under Section 103 of the Act) or the right of a mortgagee to consolidate mortgages conferred by law (including under section 93 of the Act) does not apply to this Security
- (d) For the purposes of the Collateral Regulations, after this Security is enforceable the Issuer may appropriate all or any part of any financial collateral which is subject to a legal or equitable mortgage created under or pursuant to this Deed in or towards satisfaction of the Secured Obligations. Where it does so, the value of the financial collateral so appropriated shall be such amount as the Issuer so determines having taken into account advice obtained by it from an independent firm of accountants

- (e) Any powers of leasing conferred on the Issuer by law are extended so as to authorise the Issuer to lease, make agreements for leases, accept surrenders of leases and grant options as the Issuer may think fit and without the need to comply with any restrictions conferred by law (including under section 99 or 100 of the Act)

13. NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Issuer nor any Receiver will be liable, by reason of entering into possession of a Security Asset:

- (a) to account as mortgagee in possession or for any loss on realisation, or
- (b) for any default or omission for which a mortgagee in possession might be liable

13.2 Privileges

Each Receiver and the Issuer is entitled to all the rights, powers, privileges and immunities conferred by law (including the Act) on mortgagees and receivers duly appointed under any law (including the Act).

13.3 Protection of third parties

No person (including a purchaser) dealing with the Issuer or a Receiver or its or his agents will be concerned to enquire.

- (a) whether the Secured Obligations have become payable,
- (b) whether any power which the Issuer or a Receiver is purporting to exercise has become exercisable or is being properly exercised,
- (c) whether any money remains due under the Proceeds On-Loan Agreements; or
- (d) how any money paid to the Issuer or to that Receiver is to be applied

13.4 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Issuer may
 - (i) redeem any prior Security Interest against any of its assets, and/or
 - (ii) procure the transfer of that Security Interest to itself, and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor
- (b) The Chargor must pay to the Issuer, immediately on demand, the costs and expenses incurred by the Issuer in connection with any such redemption and/or transfer, including the payment of any principal or interest

13.5 Contingencies

If this Security is enforced at a time when no amount is due under the Proceeds On-Loan Agreements but at a time when amounts may or will become due, the Issuer (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account

14. RECEIVER

14.1 Appointment of Receiver

- (a) Except as provided below, the Issuer may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if
 - (i) this Security has become enforceable, or
 - (ii) the Chargor so requests the Issuer in writing at any time
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand
- (c) Any restriction on the right of a mortgagee to appoint a Receiver conferred by law (including under Section 109(1) of the Act) does not apply to this Deed
- (d) The Issuer is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986 (as amended by the Insolvency Act 2000) except with the leave of the court

14.2 Removal

The Issuer may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated

14.3 Remuneration

The Issuer may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by any law (including under section 109(6) of the Act) will not apply

14.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver
- (b) The Issuer will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

14.5 Relationship with Issuer

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Issuer in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver

15. POWERS OF RECEIVER

15.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause in addition to those conferred on it by any law, including all the rights, powers and discretions conferred on a receiver under the Act and a receiver or an administrative receiver under the Insolvency Act, 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver

15.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset

15.3 Carry on business

A Receiver may carry on the business of the Chargor in any manner he thinks fit

15.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit
- (b) A Receiver may discharge any person appointed by the Chargor

15.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit

15.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor

15.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender)

15.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset

15.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit

15.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset

15.11 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset

15.12 Delegation

A Receiver may delegate his powers in accordance with this Deed

15.13 Lending

A Receiver may lend money or advance credit to any customer of the Chargor.

15.14 Protection of assets

A Receiver may,

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset,
- (b) commence and/or complete any building operation, and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation,

in each case as he thinks fit

15.15 Other powers

A Receiver may

- (a) do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset, and
- (c) use the name of the Chargor for any of the above purposes

16. APPLICATION OF PROCEEDS

- (a) Any moneys received by the Issuer or any Receiver after this Security has become enforceable must be applied in accordance with the Security Trust and Intercreditor Deed
- (b) This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of any Issuer to recover any shortfall from an Obligor.

17. EXPENSES AND INDEMNITY

The Chargor must:

- (a) immediately on demand pay all fees, costs, liabilities and expenses (including but not limited to legal fees and disbursements) incurred in connection with the enforcement of, or the defence, protection or preservation of the security constituted by or any rights under this Deed by the Issuer, Receiver, attorney, manager, agent or other person appointed by the Issuer under this deed (other than in the case of gross negligence, wilful default or fraud by the Issuer), and
- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses

18. DELEGATION

18.1 Power of Attorney

The Issuer or 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.

18.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Issuer or any Receiver may think fit

18.3 Liability

Neither the Issuer nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate

19. FURTHER ASSURANCES

The Chargor must, at its own expense, take whatever action the Issuer or a Receiver may require for

- (a) creating, perfecting or protecting any security intended to be created by this Deed, or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Issuer or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset

This includes

- (i) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Issuer or to its nominee, or

- (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Issuer may think expedient.

20. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Issuer, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged but has failed to take under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

21. PRESERVATION OF SECURITY

21.1 Continuing security

This Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part.

21.2 Reinstatement

- (a) If any discharge (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise without limitation, the liability of the Chargor under this Deed will continue as if the discharge or arrangement had not occurred.
- (b) The Issuer may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

21.3 Waiver of defences

Nether the obligations of the Chargor under this Deed nor this Security will be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of those obligations or this Security (whether or not known to the Chargor or the Issuer). This includes:

- (a) any time or waiver granted to, or composition with, any person,
- (b) the release of any person under the terms of any composition or arrangement,
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person,
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person,
- (f) any amendment (however fundamental) of the Proceeds On-Loan Agreements or any other document or security, or
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under the Proceeds On-Loan Agreements or any other document or security.

21.4 Immediate recourse

The Chargor waives any right it may have of first requiring the Issuer (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed

21.5 Appropriations

The Issuer (or any trustee or agent on its behalf) may at any time during the Security Period without affecting the liability of the Chargor under this Deed

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Issuer (or any trustee or agent on its behalf) in respect of those amounts, or
- (b) apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise), and
- (c) hold in an interest bearing suspense account any moneys received from the Chargor or on account of the liability of the Chargor under this Deed

21.6 Non-competition

Unless

- (a) the Security Period has expired, or
- (b) the Issuer otherwise directs,

the Chargor will not, after a claim has been made under this Deed or any Security enforced or by virtue of any payment or performance by it under this Deed

- (i) be subrogated to any rights, security or moneys held, received or receivable by the Issuer (or any trustee or agent on its behalf);
- (ii) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of the Chargor's liability under this Deed,
- (iii) claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with the Issuer (or any trustee or agent on its behalf), or
- (iv) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off as against any Obligor

The Chargor must hold in trust for and immediately pay or transfer to the Issuer any payment or distribution or benefit of security received by it contrary to this Clause or in accordance with any directions given by the Issuer under this Clause as directed by the Agent

21.7 Additional security

This Security is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Issuer

22. MISCELLANEOUS

22.1 Covenant to pay

The Chargor must pay or discharge its Secured Obligations in the manner provided for in the Finance Documents

22.2 Tacking

The Issuer must perform its obligations under the Proceeds On-Loan Agreements (including any obligation to make available further advances)

22.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, the Issuer may open a new account with the Chargor
- (b) If the Issuer does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest
- (c) As from that time all payments made to the Issuer will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

22.4 Time deposits

Without prejudice to any right of set-off the Issuer may have under the Proceeds On-Loan Agreements or otherwise, if any time deposit matures on any account the Chargor has with the Issuer within the Security Period when

- (a) this Security has become enforceable, and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which the Issuer considers appropriate

22.5 Issuer

Save as expressly set out under this Deed, the Proceeds On-Loan Agreements, and as required by any law to which the Issuer is subject, the Issuer shall not be obliged to take any action as a result of receiving any notification under this Deed or incur liability for any such inaction

23. NOTICES

23.1 Communications in writing

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

23.2 Addresses

The address and fax number of each party to this deed for any communication or document to be made or delivered under or in connection with this deed is as set out in clause 28 (*Notices*) of the Security Trust and Intercreditor Deed

23.3 Delivery

- (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 five Business 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 23.2 (*Addresses*), if addressed to that department or officer

- (b) Any communication or document to be made or delivered to the Issuer will be effective only when actually received by the Issuer and then only if it is expressly marked for the attention of the department or officer identified with the Issuer's signature below (or any substitute department or officer as the Issuer shall specify for this purpose from time to time)

24. RELEASE

At the end of the Security Period but not otherwise, the Issuer must, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from this Security

25. GOVERNING LAW

This Deed and any non-contractual obligations arising under it shall be governed by English law

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed

SCHEDULE 1

FORMS OF LETTER FOR PROJECT DOCUMENTS, INSURANCES AND ACCOUNTS

PART 1

NOTICE TO PROJECT DOCUMENT COUNTERPARTY

To [Contract party]

[Date]

Dear Sirs

Security Agreement dated [●] between Sustainable Communities For Leeds Limited in favour of Sustainable Communities for Leeds (Finance) plc (the "Issuer") (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have assigned in favour of the Issuer as security all our rights in respect of *[insert details of Contract]* (the "Contract")

We confirm that

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract;
- (b) none of the Issuer, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract, and
- (c) the instructions and authorities in this letter are not to be revoked or amended without the prior written consent of the Issuer

Save as referred to in this letter we will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Issuer to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Issuer or as it directs

Please note that we have agreed that we will not amend or waive any provision of, assign or otherwise dispose of any of our rights under or in respect of or terminate the Contract without the prior consent of the Issuer.

This letter and any non-contractual obligations arising under it are governed by English law

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Issuer at Sustainable Communities for Leeds (Finance) plc, [●] (marked for the attention of [●])

Yours faithfully

Sustainable Communities For Leeds Limited
(Authorised signatory)

PART 2

ACKNOWLEDGEMENT OF PROJECT DOCUMENT COUNTERPARTY

To Sustainable Communities for Leeds (Finance) plc

Copy Sustainable Communities For Leeds Limited

[Date]

Dear Sirs

Security Agreement dated [●] between Sustainable Communities For Leeds Limited and BNY Mellon Corporate Trustee Services Limited (the "Security Agreement")

We confirm receipt from Sustainable Communities For Leeds Limited (the "Chargor") of a notice dated [] of an assignment on the terms of the Security Agreement dated [●] of all the Chargor's rights in respect of *[insert details of the Contract]* (the "Contract")

We confirm that we

- (d) will pay all sums due, and give notices, under the Contract as directed in that notice, and
- (e) have not received notice of the interest of any third party in or to the Contract

We undertake

- (f) to disclose to you without any reference to or further authority from the Chargor such information relating to the Contract as you may at any time request,
- (g) to notify you of any breach by the Chargor of the Contract and to allow you or any of the Issuer (as defined in the Collateral Deed defined in the Security Agreement) to remedy that breach, and
- (h) not to amend or waive any provision of or cancel or terminate the Contract on request by the Company without your prior written consent

This letter and any non-contractual obligations arising under it are governed by English law

Yours faithfully

.....
[Counterparty]
(Authorised signatory)

PART 3
NOTICE TO INSURER

To. [Insurer]

[Date]

Dear Sirs

Security Agreement dated [●] between Sustainable Communities For Leeds Limited in favour of Sustainable Communities for Leeds (Finance) plc (the "Issuer") (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security in favour of the Issuer all our present and future rights, title and benefit in respect of and to the insurances, details of which are set out in the attached schedule (the "Insurances"), including all moneys which at any time may be or become payable to us pursuant thereto including the proceeds of all claims and returns of premium

We confirm that

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance,
- (b) you should pay all amounts due to us in respect of the Insurance (whether by way of claims, return premiums, ex gratia settlements or otherwise) in the manner specified in the loss payee provisions in the Insurance unless and until you receive written notice from the Issuer to the contrary, in which event you should make all future payments as then directed by the Issuer,
- (c) you should comply with the terms of any written notice or instruction in any way relating to, or purporting to relate to the Security Agreement, amounts payable to us under or in respect of the Insurance or the debts represented thereby, which you receive from the Issuer without reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction,
- (d) none of the Issuer, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance; and
- (e) the instructions and authorities in this letter are not to be revoked or amended without the prior written consent of the Issuer

We will also remain entitled to exercise all our rights and powers in respect of the Insurance and you should continue to give notices under the Insurance to us unless and until you receive notice from the Issuer to the contrary stating that their security has become enforceable. In this event, all the rights and powers will be exercisable by, and notices must be given to the Issuer or as it directs

Please note that we have agreed that we will not amend or waive any provisions of, assign or otherwise dispose of any of our rights under or in respect of or terminate the Insurance

This letter is absolute until you receive from the Issuer a notice of reassignment to us

This letter and any non-contractual obligations arising under it are governed by English law

Please acknowledge receipt of this letter by

- (i) sending the attached acknowledgment to the Issuer at Sustainable Communities for Leeds (Finance) plc, [●](marked for the attention of [●]), and
- (ii) endorsing a copy of this letter on the Insurance

Yours faithfully

... ..
Sustainable Communities For Leeds Limited
(Authorised signatory)

[Note schedule of insurances to be attached setting out details of the insurances including policy numbers]

PART 4

ACKNOWLEDGEMENT OF INSURER

To: **Sustainable Communities for Leeds (Finance) plc**

Copy **Sustainable Communities For Leeds Limited**

[Date]

Dear Sirs

Security Agreement dated [●] between Sustainable Communities For Leeds Limited in favour of Sustainable Communities for Leeds (Finance) plc (the "Issuer") (the "Security Agreement")

We confirm receipt from Sustainable Communities For Leeds Limited of a notice dated [●] of assignment on the terms of the Security Agreement of all of Sustainable Communities For Leeds Limited's rights, title and benefit in respect of and to *[insert details of policy of insurance]* (the "Insurance") and, insofar as may be required, we consent to such assignment. We agree to follow the instructions to us contained in that notice and confirm that we have endorsed or will endorse a copy of the notice on the Insurance.

We confirm that

- (a) the Insurance is in full force and effect,
- (b) that we are not aware of breach by Sustainable Communities For Leeds Limited of the policy or of any duty owed to us in respect thereof, and
- (c) that we have not received any other notice of assignment relating to the Insurance.

This letter and any non-contractual obligations arising under it are governed by English law.

Yours faithfully

.....
[Insurer]
(Authorised signatory)

PART 5

FORM OF NOTICE OF CHARGE OF ACCOUNTS

To **Bank of New York Mellon, London Branch as Account Bank**

Copy **Sustainable Communities For Leeds Limited**

[Date]

Dear Sirs

Security Agreement dated [•] between Sustainable Communities For Leeds Limited in favour of Sustainable Communities for Leeds (Finance) plc (the "Issuer") (the "Security Agreement")

- 1 Sustainable Communities For Leeds Limited (the "Company hereby GIVES NOTICE that, by a fixed charge contained in the Security Agreement in favour of the Issuer the Company charged to the Issuer [(i)] all present and future monies standing to the credit of each of the accounts listed below [(other than the Joint Insurance Account and (ii) in relation to the Joint Insurance Account, all the Company's rights, title and interest to such account)] (the "Charged Accounts")
- 2 The Issuer by countersigning this notice hereby acknowledges the charging by the Company of the Charged Accounts in favour of the Issuer

Details of Charged Accounts

Name of Account	Account Number	Sort Code
Escrow Account	[•]	[•]
Operating Account	[•]	[•]
Insurance Proceeds Account	[•]	[•]
Compensation Account	[•]	[•]
Maintenance Reserve Account	[•]	[•]
Distribution Account	[•]	[•]
Debt Service Account	[•]	[•]
Debt Service Reserve Account	[•]	[•]
Retention Account	[•]	[•]
Supplemental Construction Reserve Account	[•]	[•]
Capital Contribution Account	[•]	[•]

- 2 Please acknowledge receipt of this Notice of Assignment by signing the acknowledgement on the attached copy of this Notice of Assignment and returning that copy to the Issuer at Sustainable Communities for Leeds (Finance) plc, [●] (marked for the attention of [●])

For and on behalf of
Sustainable Communities For Leeds Limited
As the Company

Acknowledged by
Sustainable Communities For Leeds (Finance) Limited
As the Issuer

Part 6

ACKNOWLEDGEMENT OF ACCOUNT BANK

[On duplicate]

We acknowledge receipt of the Notice of Assignment of which this is a copy. We confirm that we have not received any other notice of charge or assignment or notice that any other person claims any rights in respect of the Charged Accounts.

For and on behalf of

Bank of New York Mellon, London Branch
as Account Bank

Dated.

SIGNATORIES

Executed as a deed by)
SUSTAINABLE COMMUNITIES FOR)
LEEDS LIMITED
on being signed by)
WILLIAM WILKEY) Director
in the presence of)

Signature of witness

Name

PEREGRINE DAVEN

Address

ONE NEW CHANGE

LONDON EC4M 9AF

Occupation

TRAINEE.

Executed as a deed by)
SUSTAINABLE COMMUNITIES FOR)
LEEDS (FINANCE) PLC
on being signed by)
DAVID JOTTE) Director
in the presence of)

Signature of witness

Name

Sophia Chawson

Address

K. & L. Gates LLP

One New Change

London EC4M 9AF

Occupation