



Registration of a Charge

Company name: **MAR CITY LAND LIMITED**

Company number: **08764323**



X2M6XPY8

Received for Electronic Filing: **29/11/2013**

Details of Charge

Date of creation: **27/11/2013**

Charge code: **0876 4323 0002**

Persons entitled: **HOMES AND COMMUNITIES AGENCY**

Brief description: **FIXED CHARGE OVER LAND AT FORMER ST MARTINS CONVENT,
SHOWN EDGED RED ON THE PLAN INCLUDED WITH THE CHARGE
DOCUMENT**

Contains fixed charge(s).

Notification of addition to or amendment of charge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **IAN OWEN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8764323

Charge code: 0876 4323 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th November 2013 and created by MAR CITY LAND LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2013 .

Given at Companies House, Cardiff on 29th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

dated 27 November 2013

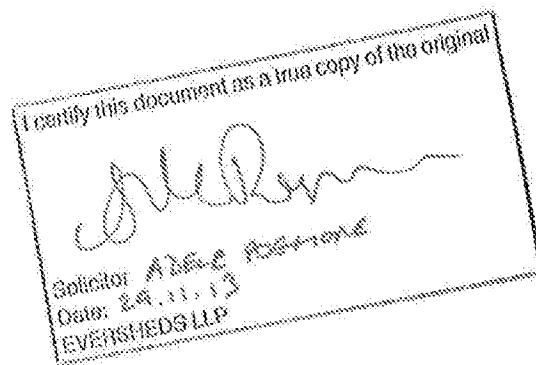
Mar City Land Limited

(as Chargor)

and

Homes and Communities Agency

(the Agency)



Fixed Charge Over Land

(To: The Chief Land Registrar. Note: This Charge contains (in clause 4.1) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of the Agency to enter a restriction in the Proprietorship Register and (in clause 4.3.3) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of the Agency to enter a notice on the Charges Register.)

The terms of this deed shall be subject to the terms of the Deed of Priority (as defined herein)

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Deed

dated 27 November 2013

Parties

- (1) **Mar City Land Limited** a company incorporated in England and Wales with registration number 08764323 whose registered office is at Mar House 1036 Stratford Road, Shirley, Solihull, West Midlands, United Kingdom B90 4EE (the **Chargor**); and
- (2) **Homes and Communities Agency** of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington, WA3 7QH (the **Agency**).

Introduction

- (A) The Agency has agreed to make funding available to the Chargor in accordance with the terms of each GBB Document.
- (B) It is a condition precedent to the provision of the funding under each GBB Document that the Chargor enters into this deed.

It is intended by the parties to this document that it will take effect as a deed despite the fact that a party may only execute this document under hand.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this deed unless the context otherwise requires:

Business Day means any day other than a Saturday, Sunday or statutory bank holiday in England;

Charged Assets means all the assets, rights, property and undertaking of the Chargor from time to time mortgaged, charged, assigned or agreed to be assigned to, the Agency by the Chargor under this deed;

Collateral Rights means all rights, powers and remedies of the Agency provided by or pursuant to this deed or by law;

Competent Authority means any legal person and/or any court of law or tribunal in each case having authority under applicable Environmental Law;

Consents means and includes any necessary approval, authorisation, consent, exemption, licence, permit, permission or registration by, of or from any governmental or other authority, the local planning authority, landlord, funder, adjoining land owner or any other person required to undertake the Works or deliver the Scheme;

Dangerous Substance means any natural or artificial substance (whether in the form of a solid, liquid, gas or vapour) the generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) gives rise to

a risk of causing harm to man or any other living organism or causing damage to the Environment or public health and includes, but is not limited to, any controlled, special, hazardous, toxic, radioactive or dangerous waste or substance;

Deed of Priority means the deed of priority dated the same date as this deed between (1) HSBC Bank Plc and (2) Homes and Communities Agency and (3) Mar City Land Limited under which the parties thereto agreed to regulate any claims they may have or security interest they may hold from time to time;

Development Facility Agreement means the development facility agreement dated 17 September 2012 between the Chargor and the Agency under which the Agency has agreed to make available the loan facilities to the Chargor;

Encumbrance means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignation in security, bond and floating charge or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security;

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

Environmental Claim means any claim by any person:

- (a) in respect of losses or liabilities suffered or incurred by that person as a result of or in connection with any violation of Environmental Laws; or
- (b) that arises as a result of or in connection with Environmental Contamination and that could give rise to any remedy or penalty (whether interim or final) that may be enforced or assessed by private or public legal action or administrative order or proceedings;

Environmental Contamination means the following and the consequences thereof:

- (a) any release, emission, leakage or spillage at or from any site owned or occupied by any person into any part of the Environment of any Dangerous Substance; or
- (b) any accident, fire, explosion or sudden event which adversely affects the Environment and which is attributable to the operations, management or control of any site owned or occupied by any person including (without limitation) the storage, handling, labelling or disposal of Dangerous Substances;

Environmental Consents means all licences, authorisations, consents or permits of any kind under or relating to Environmental Laws including any conditions which attach thereto, which relate to or affect the Charged Assets and which is required by Environmental Law;

Environmental Law means any common or statutory law, regulation, publicly available code of practice, circular or guidance note (if not having the force of law being of a kind that is customary for the relevant person (or persons of its status or type carrying on a similar business) to comply with) issued by any official body, concerning the protection of human health, the workplace or the Environment;

Event of Default has the meaning given to it in each GBB Document;

Finance Documents means "Finance Document" as defined in the Development Facility Agreement;

Fixtures includes all buildings, erections and structures at any time on or in the course of construction on the Real Property and includes all fixtures, fittings, plant, materials, machinery, equipment, installations and apparatus now and from time to time in or on the Real Property;

GBB Document means each Finance Document;

Insurances means all contracts and policies of insurance of whatever nature which are from time to time taken out by or with the authority or on behalf of the Chargor in relation to the Charged Assets;

Insured Risks means fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion, malicious damage, landslip, subsidence, burst pipes, environmental pollution, and other such risks as the Agency may, from time to time, require including demolition and site clearance costs and expenses and architects', surveyors' and other professional fees and all other incidental expenses;

Permitted Security means all security created at any time by the Chargor over the Charged Assets in favour of HSBC Bank plc;

Planning Acts means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any orders, regulations or permissions (which are legally binding upon the Chargor or its assets) made, issued or granted under or by virtue of those Acts or any of them;

Real Property means:

- (a) all the freehold and leasehold property in England and Wales specified in schedule 1;
- (b) any Fixtures from time to time situated on or forming part of such freehold or leasehold property; and
- (c) all Related Rights;

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

Related Rights means, in relation to any asset:

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

Secured Liabilities means all the money and liabilities now or hereafter due owing or incurred to the Agency by the Chargor under the terms of each GBB Document (including, without limitation, under any amendments, supplements or restatements of each GBB Document or in relation to any new or increased advances or utilisations) in any manner whatsoever, in any currency or currencies (whether present or future, actual or contingent) and whether owed by the Chargor as principal or surety or incurred solely or jointly with another, together with all interest accruing thereon and all costs charges and expenses incurred by the Agency in connection therewith and **Secured Liability** means any one of these obligations;

Security means the security constituted by or pursuant to this deed; and

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

1.2 Interpretation

In this deed references to:

- 1.2.1 the **Chargor** or the **Agency** where the context admits include a reference to its respective successors, assigns and/or transferees;
- 1.2.2 persons include bodies corporate, unincorporated associations and partnerships in each case whether or not having a separate legal personality;
- 1.2.3 words importing one gender will be treated as importing any gender, words importing individuals will be treated as importing corporations and vice versa, words importing the singular will be treated as importing the plural and vice versa and words importing the whole will be treated as including a reference to any part, except where the context specifically requires otherwise;
- 1.2.4 this deed or to a provision of this deed, or any other document are references to it as amended, restated, supplemented or novated from time to time;
- 1.2.5 the words include or including (or any similar term) are not to be construed as implying any limitation and general words introduced by the word 'other' (or any similar term) will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things;

- 1.2.6 statutory provisions, enactments or EC Directives will include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or EC Directive, whether before or after the date of this deed.

1.3 Headings

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

1.4 Third party rights

A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

1.5 Deed of Priority

The terms of this deed shall be subject to the terms of the Deed of Priority.

2 Payment of Secured Liabilities

2.1 Covenant to pay

The Chargor covenants with the Agency that it will, on demand, discharge all of the obligations which it may at any time have to the Agency in respect of the Secured Liabilities.

2.2 Interest on demand

If the Chargor fails to pay any sum on the due date for payment of that sum the Chargor will pay interest on such sum (before and after any judgment) from the date of demand until the date of payment calculated on a daily basis at the rate referred to in the relevant GBB Document compounded (if unpaid) at such intervals as the Agency may determine. Such interest will be calculated on the basis of a 360 day year according to the usual practice of the Agency.

3 Security

3.1 Fixed charges

The Chargor hereby charges in favour of the Agency with full title guarantee for the payment and discharge of the Secured Liabilities by way of fixed charge (which so far as it relates to land in England and Wales the legal title to which is vested in the Chargor at the date of this deed will be a charge by way of legal mortgage) all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets:

3.1.1 the Real Property;

3.1.2 all rents receivable from any lease granted out of any Real Property and the benefit of all guarantees, indemnities, rent deposits, agreements, undertakings and warranties relating to the same;

- 3.1.3 the benefit of all licences, consents and authorisations held or utilised by the Chargor in connection with the Charged Assets or the use of any of the Charged Assets;
- 3.1.4 all its rights and interests in and claims under the Insurances issued in relation to the Charged Assets.

3.2 Assignments

The Chargor hereby assigns and agrees to assign by way of security to the Agency with full title guarantee (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been given)) for the payment and discharge of the Secured Liabilities, all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets:

- 3.2.1 all claims, remedies, awards or judgements paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above) in each case relating to the Charged Assets;
- 3.2.2 all rights and claims to which the Chargor is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on the Real Property; and
- 3.2.3 the benefits of all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the valuers, professional advisers, contractors or sub-contractors or manufacturers, suppliers and installers of any Fixtures in each case in connection with the Real Property.

4 The Land Registry and further advances

4.1 Land registration

The Chargor hereby consents to an application being made to the Land Registry by or on behalf of the Agency to enter the following restriction in the Proprietorship Register of any property which is, or is required to be, registered forming part of the Real Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated *[insert the date of this deed]* in favour of the Homes and Communities Agency (the Agency) referred to in the Charges Register".

4.2 Implied covenants

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

4.3 Further advances

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

5 Further assurance

5.1 Further assurance: general

The Chargor will, at its own expense, promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Agency may reasonably specify (and in such form as the Agency may require in favour of the Agency or its nominee(s)):

- 5.1.1 to perfect or protect the security created or intended to be created in respect of the Charged Assets (which may include the execution by the Chargor of a mortgage, fixed charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of the Collateral Rights; and/or
- 5.1.2 to facilitate the realisation of the Charged Assets; and/or
- 5.1.3 to obtain all necessary consents to procure the registration of this deed at Companies House and, in respect of the Real Property, at the Land Registry or on the Land Charges Register as appropriate.

5.2 Consents

The Chargor will obtain (in form and content satisfactory to the Agency, acting reasonably) as soon as possible any consents necessary to enable the relevant assets of the Chargor purported to be so charged or assigned to be the subject of an effective fixed charge or assignment pursuant to clauses 3.1 and 3.2 and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Chargor shall promptly deliver a copy of each consent to the Agency.

5.3 Preservation of rights

Neither the obligations of the Chargor contained in this deed nor the rights, powers and remedies conferred in respect of the Chargor upon the Agency under each GBB Document or by law shall be discharged, impaired or otherwise affected by:

- 5.3.1 the winding-up, dissolution, administration or reorganisation of the Chargor or any other person or any change in its status, function, control or ownership;
- 5.3.2 any of the obligations of the Chargor or any other person under any GBB Document or under any other security relating to a GBB Document being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- 5.3.3 time or other indulgence being granted or agreed to be granted to the Chargor or any other person in respect of its obligations under a GBB Document or under any such other security;
- 5.3.4 any amendment to, or any variation, waiver or release of any obligation of the Chargor or any other person under a GBB Document or under any such other security;
- 5.3.5 any failure to take, or fully to take, any security contemplated by a GBB Document or otherwise agreed to be taken in respect of the Chargor's or any other person's obligations under a GBB Document;
- 5.3.6 any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any security taken or agreed to be taken in respect of the Chargor's or any other person's obligations under a GBB Document; or
- 5.3.7 any other act, event or omission which, but for this clause 5.3, might operate to discharge, impair or otherwise affect any of the obligations of the Chargor or any other person or any of the rights, powers or remedies conferred upon the Agency by a GBB Document or by law.

6 Negative pledge and disposal restrictions

6.1 Negative pledge

Save as permitted by each GBB Document the Chargor will not, without the prior written consent of the Agency, create, or permit to arise, or continue (in favour of any person other than the Agency) any Encumbrance over the Charged Assets now or in the future other than Permitted Security, or agree or attempt to do so, or increase or extend any liability of the Chargor secured on any of the Charged Assets other than under the Permitted Security.

Save as permitted by each GBB Document the Chargor will not, without the prior written consent of the Agency (whether by a single transaction or number of related or unrelated transactions, and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of the whole or any part of the Charged Assets charged or assigned by clauses 3.1 and 3.2 or any interests therein or the right to receive or to be paid the proceeds arising from their disposal or agree or attempt to do so.

7 Representations and warranties

7.1 Duration and to whom made

The representations and warranties made by the Chargor in this clause 7 will remain in force for (and will be deemed repeated on each day falling during the period for which the

Secured Liabilities are outstanding and are given to the Agency. Where there is a conflict between the representations and warranties in this clause 7 and those in clauses 3.1 to 3.4 (inclusive) of the Development Facility Agreement, the representations and warranties in the Development Facility Agreement shall prevail.

7.2 Matters represented

Except as disclosed in writing to the Agency or in any certificate of title addressed to the Agency on or prior to the date of this deed or on or prior to the date the Real Property becomes subject to a fixed charge hereunder:

- 7.2.1 the Chargor is the legal and beneficial owner of the Charged Assets;
- 7.2.2 the Chargor has disclosed to the Agency full details of all inspections, investigations, studies, Environmental Audits and other analyses commissioned by it in relation to environment matters in respect of the Charged Assets and any adjoining land;
- 7.2.3 the Chargor is, and has at all times been, in compliance with Environmental Law and there is no Environmental Claim which is current, pending or threatened against it and there are no past or present acts, omissions, events or circumstances that could form the basis of any Environmental Claim against it;
- 7.2.4 there are no circumstances that may prevent or interfere with it obtaining or being in compliance with any Environmental Consent in the future and no action is pending or threatened by any authority against it which would result in any Environmental Consent being revoked, suspended or varied; and
- 7.2.5 the Chargor has obtained and is, and has at all times been, in compliance with Environmental Consents and no circumstances exist which might reasonably be expected to prevent or interfere with such compliance in the future.

7.3 Security created

Subject to registration at Companies House, the Financial Conduct Authority, the Land Registry or at the Land Charges Registry as appropriate, this deed creates those security interests it purports to create ranking as set out above and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

8 General undertakings

8.1 Not to jeopardise the Security

The Chargor will not do or allow to be done anything which could reasonably be expected materially to decrease the value of the Security to the Agency (other than fair wear and tear arising from the use of the Charged Assets in the ordinary course of business).

8.2 Law

The Chargor will comply with all applicable laws and regulations affecting the Charged Assets.

9 Real Property

The Chargor undertakes to the Agency at all times:

9.1 Repair

to keep the Real Property in good and substantial repair and condition except as required contemplated by the GBB Documents;

9.2 Outgoings

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

9.3 Covenants

to perform and observe all covenants (positive and restrictive), conditions and stipulations from time to time affecting the Real Property or the use or enjoyment of it;

9.4 User

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

9.5 Planning

to comply with all necessary Consents in respect of the Real Property and in particular to procure that no work constituting development for which planning permission is required under the Town and Country Planning Act 1990 is carried out without having obtained detailed planning consent and to comply with any conditions attached to any planning consent relating to or affecting the Real Property and not to carry out any development on or of the Real Property other than as contemplated by the necessary Consents and the GBB Documents;

9.6 Notices

to pass onto the Agency promptly upon receipt a copy of any notice or proposal for a notice or order served on the Chargor under any legislation, regulation or bye-law by any Competent Authority and to give notice to the Agency immediately on becoming aware of any other matter which is likely to affect adversely the value of the Real Property and if the Agency so requires or approves and at the Chargor's cost to make such representations in respect of such notice or order as the Agency may require;

9.7 Information

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

9.8 Leases

where the Real Property is leasehold or subject to any lease, agreement for lease, tenancy or licence;

- 9.8.1 to observe and perform all the covenants, stipulations and obligations contained in any lease, agreement for lease, tenancy or licence affecting the Real Property of which the Chargor is the lessee, tenant or licensee;
- 9.8.2 to comply with all covenants on the part of the lessor or licensor contained in the lease, agreement for lease, tenancy or licence affecting the Real Property of which the Chargor is the lessor or licensor; and
- 9.8.3 not without the prior written consent of the Agency to grant or accept a surrender of, or vary, any lease or licence of, nor part with or share possession or occupation of, the Real Property nor reduce any sum payable under them nor enter into any onerous or restrictive obligations affecting the Real Property or consent to any assignment or underletting of any interest in the Real Property;

9.9 Environmental matters

- 9.9.1 to obtain and maintain all necessary Environmental Consents and comply in all material respects with all Environmental Law applicable to it; and
- 9.9.2 to ensure that no Dangerous Substances are used, disposed of, generated, stored, transported, dumped, released deposited, buried or emitted at, on, from or under any premises owned, leased, occupied, controlled or used by the Chargor in circumstances where this results or could be expected to result in a liability on the Chargor.

10 Insurance

10.1 Insured Risks

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

- 10.1.1 the Insured Risks;
- 10.1.2 loss of rents payable by the tenants or other occupiers of the Real Property for a period of three years;
- 10.1.3 third party and public liability; and
- 10.1.4 any other risks normally insured against by persons carrying on the same class of business as that carried on by it.

10.2 Replacement value

Any insurance must be in a sum or sums not less than the replacement value of the Charged Assets. For this purpose, 'replacement value' means the total cost of rebuilding, reinstating or replacing those Charged Assets in the event of their being completely destroyed, together with any relevant architects' and surveyors' fees.

10.3 Insurance company

Any insurance required under this clause must be with an insurance company or underwriters acceptable to the Agency (acting reasonably).

10.4 Application

Subject to the provisions of any lease or prior charge of all or part of the Charged Assets, all monies received or receivable under any insurance must be applied:

10.4.1 in replacing, restoring or reinstating the Charged Assets destroyed or damaged or in any other manner which the Agency may agree; or

10.4.2 if the Agency so directs and the terms of the relevant insurances allow in or towards satisfaction of the Secured Liabilities.

10.5 Co-insurance/Note of interest

Subject to prior noted interests the Chargor will procure and ensure that such insurance policy contains such provision for the protection of the Agency as the Agency may from time to time reasonably require.

10.6 Avoidance of policy

The Chargor will not do or permit anything to be done which may make void or voidable any policy of insurance in connection with any Charged Assets.

10.7 Premiums

The Chargor will promptly pay all premiums and do all other things necessary to keep each policy of insurance in respect of the Charged Assets in force.

10.8 Return of policy

The Chargor will, promptly at the request of the Agency, produce to the Agency the policy, certificate or cover note relating to any insurance policy and the receipt for the payment of the last premium and will if the Agency requests deposit all policies of insurance relating to the Charged Assets with the Agency.

11 Power to remedy

In the case of default by the Chargor in repairing or keeping in repair or insuring the Charged Assets or any part thereof or in observing or performing any of the covenants or stipulations affecting the same, the Chargor will permit the Agency or its agents and contractors to enter on the Charged Assets and to comply with or object to any notice served on the Chargor in respect of the Charged Assets and to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as the Agency may consider are necessary or desirable to prevent or remedy any breach of covenant or stipulation or to comply with or object to any notice. The Chargor will indemnify and keep the Agency indemnified against all losses, costs, charges and expenses reasonably incurred in connection with the exercise of the powers contained in this clause 11.

12 Enforcement of Security

12.1 Enforceability

For the purposes of all powers implied by the Law of Property Act 125 or any other applicable legislation, the Secured Liabilities shall be deemed to have become due and payable and this deed will become immediately enforceable and the powers of the Agency and any Receiver will become exercisable on the date of this deed, but, as between the Agency and the Chargor, the power of the Agency to enforce the Security created by this deed shall be exercisable only upon the occurrence of an Event of Default (unless there has been a request from the Chargor to the Agency for the appointment of a Receiver in which case it will be exercisable at any time following the making of such request).

12.2 Enforcement

At any time after the security created by or pursuant to this deed becomes enforceable, the Agency may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

12.2.1 enforce all or any part of that security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Charged Assets; and/or

12.2.2 whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this deed) on mortgagees and by this deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.

12.3 Possession

If the Agency, any Receiver or any delegate of any such person will take possession of the Charged Assets, it or he may at any time relinquish such possession.

12.4 No liability as mortgagee in possession

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

12.5 Power of sale

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

12.6 Receiver's liability

All the provisions of clause 12.4 will apply, *mutatis mutandis*, in respect of the liability of any Receiver and delegate of the Receiver or the Agency or any officer, employee or agent of the Agency, any Receiver or any delegate.

13 Extension and variation of the Law of Property Act 1925

13.1 Extension of powers

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

13.2 Restrictions

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

13.3 Power of leasing

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

13.4 Non-application

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

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

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

13.4.3 Section 6(2).

13.5 Application

Subject to the GBB Documents Section 109(8) of the Law of Property Act 1925 will not apply, and all monies received by the Agency or any Receiver in the exercise of any powers conferred by this deed will be applied in the following order:

13.5.1 in the payment of:

- (a) all costs, charges, liabilities and expenses incurred by the Agency or any Receiver in the exercise of those powers or incidental to any Receiver's appointment, together with interest at the applicable rate set

out in clause 2.2 (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full; and

(b) any Receiver's remuneration;

13.5.2 in or towards discharge of all liabilities having priority to the Secured Liabilities;

13.5.3 in or towards the satisfaction of the Secured Liabilities in such order as the Agency determines; and

13.5.4 in the payment of any surplus to the Chargor or other person entitled to it.

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

14 Appointment of Receiver

14.1 Appointment and removal

At any time after the security created by or pursuant to this deed becomes enforceable, the Agency may by deed or otherwise (acting through an authorised officer of the Agency), without prior notice to the Chargor:

14.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;

14.1.2 remove (so far as it is lawfully able) any Receiver so appointed; and

14.1.3 appoint another person(s) as an additional or replacement Receiver(s).

14.2 Capacity of Receivers

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

14.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;

14.2.2 for all purposes will be deemed to be the agent of the Chargor which will be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver will at any time act as agent for the Agency; and

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

14.3 Statutory powers of appointment

The powers of appointment of a Receiver will be in addition to all statutory and other powers of appointment of the Agency under the Law of Property Act 1925 (as extended by this deed) or otherwise and such powers will remain exercisable from time to time by the Agency in respect of any part of the Charged Assets.

15 Powers of Receiver

15.1 Powers

Any receivers appointed by the Agency will (in addition to all powers conferred on him by law) have the following powers exercisable upon such terms and conditions as he thinks fit:

- 15.1.1 to take possession of and generally to manage the Charged Assets and any business of the Chargor;
- 15.1.2 to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract, transaction or arrangement to which the Chargor is or is to be a party;
- 15.1.3 to carry out on any Real Property (or on any other property which it may in his proper opinion be necessary or desirable to work upon) any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment and to apply for and obtain all planning permissions, consents or licences as may be necessary or desirable for such purposes;
- 15.1.4 to purchase or acquire any land and purchase, acquire, grant or release any interest in or right over land and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefitting the Real Property;
- 15.1.5 to sell, lease, licence, surrender or accept surrender of leases or licences of, charge or otherwise deal with and dispose of the Charged Assets without restriction including (without limitation) power to dispose of any fixtures separately from the land;
- 15.1.6 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;
- 15.1.7 to insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees, indemnities and security;
- 15.1.8 to call any uncalled capital of the Chargor with all powers conferred by the articles of association of the Chargor in relation to calls;
- 15.1.9 to engage, rely on the advice of and discharge advisers, consultants, officers, managers, agents, workmen and others;
- 15.1.10 to purchase materials, tools, equipment, goods or supplies;
- 15.1.11 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise;
- 15.1.12 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Chargor's Liabilities for the purposes of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;

15.1.13 to make any elections for value added tax purposes; and

15.1.14 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Assets.

16 Protection of purchasers

16.1 Consideration

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

16.2 Protection of purchaser

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

17 Effectiveness of Security

17.1 Continuing Security

The security created by or pursuant to this deed will remain in full force and effect as a continuing security for the Secured Liabilities unless and until discharged by the Agency.

17.2 Cumulative rights

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

17.3 No prejudice

Neither the security or the Collateral Rights will be prejudiced by any time or indulgence granted to the Chargor or any other person or by any other thing which might otherwise prejudice the security or any Collateral Right.

17.4 Remedies and waivers

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

17.5 No liability

None of the Agency, its nominee(s) or any Receiver will be liable by reason of:

- 17.5.1 taking any action permitted by this deed; or
 - 17.5.2 any neglect or default in connection with the Charged Assets; or
 - 17.5.3 taking possession of or realising all or any part of the Charged Assets,
- except in the case of negligence or wilful default or fraud upon its part.

17.6 Partial invalidity

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

17.7 Other Security

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

17.8 Variation

No variation of the terms of this deed will be valid unless it is in writing signed by the Chargor and confirmed in writing by the Agency.

18 Release of Security

18.1 Redemption of Security

Upon the Secured Liabilities being discharged in full and the Agency not being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor, the Agency will, at the request and cost of the Chargor, release and cancel the security constituted by this deed and procure the reassignment to the Chargor of the property and assets assigned to the Agency pursuant to this deed, in each case subject to clause 18.2 and without recourse to, or any representation or warranty by, the Agency or any of its nominees.

18.2 Avoidance of payments

If the Agency considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor under this deed and the security constituted hereby will continue and such amount shall not be considered to have been irrevocably paid.

18.3 Retention of Security

Where the Agency has reasonable cause to be concerned that the Chargor is or may become insolvent, the Agency may retain this deed, the Security and all documents of title, certificates and other documents relating to or evidencing ownership of all or any part of the Charged Assets.

19 Subsequent Encumbrances

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

20 Assignment

20.1 Right of Agency to assign

20.1.1 The Agency may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with the GBB Documents.

20.1.2 An assignment shall only be effective if such assignment is made in accordance with clause 7.1 of the Deed of Priority.

20.2 Restriction on Chargor

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

20.3 Confidentiality

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

21 Expenses, stamp taxes and indemnity

21.1 Costs

Each party shall pay its own costs in connection with the negotiation, preparation, and execution of this deed and the completion of the transactions and perfection of the security contemplated in this deed.

21.2 Expenses

The Chargor shall, forthwith on demand, pay to the Agency the amount of all costs and expenses (including legal fees and irrecoverable VAT relating thereto) incurred by it:

21.2.1 in connection with the variation or amendment of, or enforcement or preservation of any rights under this deed; or

21.2.2 in investigating any Event of Default which has occurred;

and such expenses will carry interest until so reimbursed at the rate referred to in clause 2.2.

21.3 Stamp taxes

The Chargor will pay all stamp, stamp duty land tax, registration and other taxes to which this deed, the security contemplated in this deed or any judgement given in connection with it is or at any time may be subject and will, from time to time, indemnify the Agency on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

21.4 Indemnity

The Chargor will, notwithstanding any release or discharge of all or any part of the Security:

21.4.1 be liable for and will indemnify the Agency in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Agency or otherwise or any claim by any third party arising out of or in the course of or caused or contributed to by the Chargor and/or the performance or non performance or delay in performance by the Chargor of its obligations under this deed except to the extent that the same is due to any act or neglect of the Agency; and

21.4.2 be liable for and shall indemnify the Agency against any expense, liability, loss, claim or proceedings arising directly or indirectly from or in connect with any breach of the terms of this Agreement by or otherwise through the default or negligence of the Chargor.

22 Payments free of deduction

22.1 All payments by the Chargor under or in connection with this deed shall be made without set-off or counterclaim, free and clear of and without any deduction or withholding, including, without limitation, for or on account of all taxes except for taxes which must be deducted by law.

22.2 If the Chargor is required by law to make any deduction or withholding the Chargor shall:

22.2.1 ensure that the deduction or withholding does not exceed the minimum amount legally required;

22.2.2 forthwith pay to the Agency such additional amount as may be determined by the Agency to be necessary to ensure that after making any required deduction or withholding the Agency receives and retains a net amount equal to the full amount which would have been received had no deduction or withholding been required;

22.2.3 pay to the applicable taxation or other authorities within the period for payment permitted by law the full amount of the deduction or withholding; and

22.2.4 supply to the Agency, within the period for the payment permitted by law, an official receipt of the applicable taxation or other authorities for all amounts deducted or withheld.

22.3 Without prejudice to any other provisions of this deed, if:

22.3.1 the Agency is required by law to make any payment on account of taxes (other than taxes on its overall net income) on or in relation to any sum received or receivable by the Agency under or pursuant to this deed; or

22.3.2 any liability in respect of any such payment is imposed, levied or assessed against the Agency,

the Chargor shall on demand by the Agency indemnify the Agency against such payment or liability together with any interest, penalties and expenses payable or incurred in connection with it.

23 Discretion and delegation

23.1 Discretion

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

23.2 Delegation

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

24 Perpetuity period

The perpetuity period under the rule against perpetuities, if applicable to this deed, will be the period of 80 years from the date of this deed.

25 Counterparts

This deed may be executed in any number of counterparts and each counterpart will when executed be an original of this deed and all counterparts together will constitute one instrument.

26 Constitutive documents

The Chargor hereby certifies that its creation of this deed in favour of the Agency does not contravene any of the provisions of the Companies Acts 1985 to 2006 or its memorandum and articles of association or rules or, in the case of a limited liability partnership or limited partnership, the partnership deed constituting the Chargor.

27 Reorganisation

This deed will remain binding on the Chargor notwithstanding any change in the constitution of the Agency or its absorption by, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The security granted by this deed will remain valid and effective in all respects in favour of the Agency and for any assignee, transferee or other successor in title of the Agency.

28 Set off

The Agency may set off any obligation due from the Chargor under this deed against any obligation owed by the Agency to the Chargor (whether actual or contingent, present or future), regardless of the place of payment or currency of either obligation. If the obligations are in different currencies, the Agency may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

29 Payment of monies

29.1 Date for payment

Where neither the relevant GBB Document nor this deed specified the due date for payment of any monies owed by the Chargor to the Agency such monies will be due and payable to the Agency by the Chargor on demand.

29.2 Certificates

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

30 Communication

30.1 Any notice to be given hereunder shall be in writing and shall be sufficiently served if delivered by hand and receipted for by the recipient or sent by the Recorded Delivery Service addressed in the case of any party to the other party's registered office as set out at the beginning of this deed or to such other addresses a party may from time to time notify to the other in writing provided that such other address is within England and Wales.

30.2 Any notice shall be deemed to be given by the sender and received by the recipient:

30.2.1 if delivered by hand, when delivered to the recipient;

30.2.2 if delivered by the Recorded Delivery Service, three (3) Business Days after delivery including the date of postage;

provided that if the delivery or receipt is on a day which is not a Business Day or is after 4.00pm it is to be regarded as received at 9.00am on the following Business Day.

31 **Governing law**

This deed will be governed by and is to be construed in accordance with the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising in connection with this deed.

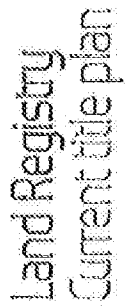
This Deed has been executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this deed.

Schedule 1

Details of Real Property

Real Property Description	Administrative Area	Title Number or Root of Title
Land at former St Martin's Convent shown edged red on the plan attached (excluding the land shown edged green)	Coventry	LT442106

THE STOKES GOLDING PROPERTY



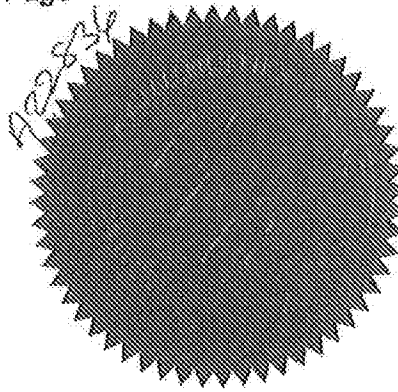
Title number LY442106
Ordnance Survey map reference SP40975E
Scale 1:2500
Administrative area Leicestershire ; Hinckley
and Bosworth

Execution Page

the common seal of)

HOMES AND COMMUNITIES AGENCY)

Is hereunto affixed in the presence of:)



witness signature

name

address

occupation

Margaret Allen
Executive Director

signed by

executed as a deed by)

MAR CITY LAND LIMITED)

in the presence of:)

witness signature

name

address

occupation

signed by

