

022 859 / 23

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006.

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

☒ **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**  
You may not use this form to  
register a charge where the  
instrument. Use form MR01



A07 \*A7J6RZAA\* #141  
21/11/2018  
COMPANIES HOUSE

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



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

### 1 Company details

Company number 0 8 8 1 9 9 9 0

Company name in full Illuminating Investments Limited



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 d1 d6 m1 m1 y2 y0 y1 y8

### 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 Stonebridge Homes Limited

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

<b>4</b>	<b>Brief description</b> Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.  Brief description 41 Church Street, Boston Spa, Wetherby LS23 6DW	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".  Please limit the description to the available space.
<b>5</b>	<b>Other charge or fixed security</b> Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement <sup>①</sup></b> 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. <input type="checkbox"/>	<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).
<b>9</b>	<b>Signature</b> Please sign the form here.  Signature X Ben Hardy X  This form must be signed by a person with an interest in the charge.	

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Ben Hardy

Company name Stonebridge Homes Limited

Address 1 Featherbank Court

Horsforth

Post town Leeds

County/Region West Yorkshire

Postcode L S 1 8 4 Q F

Country

DX

Telephone 0113 357 1100



### 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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8819990

Charge code: 0881 9990 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th November 2018 and created by ILLUMINATING INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st November 2018.

P

Given at Companies House, Cardiff on 28th November 2018



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

DATED 16 November 2018

(1) ILLUMINATING INVESTMENTS LIMITED

AND

(2) STONEBRIDGE HOMES LIMITED

LEGAL CHARGE

I certify that this is a true & accurate copy of the original document  
Ben Hardy - Solicitor at 1 Featherbank Court, Horsforth, Leeds LS18 4QF  
20th November 2018.

**Clarion**

Elizabeth House  
13-19 Queen Street  
Leeds  
LS1 2TW  
Ref: PXD/46126.11

This deed is dated 16 November 2018

## **PARTIES**

**(1) ILLUMINATING INVESTMENTS LIMITED** incorporated and registered in England and Wales with company number 08819990 whose registered office is at Beechfield, The Terrace, Boston Spa, Wetherby, LS23 6AH (**IIL**)

**(2) STONEBRIDGE HOMES LIMITED** incorporated and registered in England and Wales with company number 07279118 whose registered office is at Banner Cross Hall, Ecclesall Road South, Sheffield, S11 9PD (**SHL**)

## **BACKGROUND**

**(A)** SHL has agreed to acquire the Property from IIL pursuant to the Purchase Contract.

**(B)** The terms of the Purchase Contract provide for the Deposit to be paid to IIL's solicitor as agent for IIL.

**(C)** Under this deed, IIL provides security to SHL for the Deposit

**(D)** Where there is a conflict between the Purchase Contract and this deed, the Purchase Contract shall prevail.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 DEFINITIONS**

Terms defined in the Purchase Contract shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Charged Property:** all the assets, property and undertaking of IIL, which are, or are intended to be, subject to the Security created by, or pursuant to, clause 3.1 of this deed (and references to the Charged Property shall include references to any part of them).

**Delegate:** any person appointed by SHL or any Receiver under Clause 14 and any person appointed as attorney of SHL, Receiver or Delegate.

**Deposit:** has the same meaning as set out in the Purchase Contract

**Environment:** the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

**Environmental Law:** all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.

**Environmental Licence:** any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Property.

**Event of Default:** shall mean each event of IIL insolvency or breach detailed in clause 4.4 of the Purchase Contract.

**Insurance Policy:** each contract and policy of insurance effected or maintained by IIL from time to time relating to the Property.

**LPA 1925:** the Law of Property Act 1925.

**Property:** the freehold property owned by IIL described in Schedule 1.

**Purchase Contract:** means the contract for sale and purchase of the Property dated 2018 and made between IIL (1) and SHL (2).

**Receiver:** a receiver or receiver and manager appointed by SHL under Clause 12.

**Secured Liabilities:** all present and future obligations and liabilities of IIL to SHL, including but not limited to the Deposit, whether actual or contingent, as principal or surety or in any other capacity, under or in connection with the Purchase Contract or this deed (including, without limitation, those arising under Clause 26.3(b)) together with all costs charges and expenses incurred by SHL in connection with the preservation or enforcement of its rights under the Purchase Contract, this deed or otherwise on a full and unlimited basis together with all interest (including, without limitation, default interest) accruing in respect of the same.

**Security:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

**Security Period:** the period starting on the date of this deed and ending on

- (a) on completion of the Purchase Contract;
- (b) on compliance by IIL with clause 4.4 of the Purchase Contract; or
- (c) on termination of the Purchase Contract by IIL under clause 30 of the Purchase Contract.

**VAT:** value added tax or any equivalent tax chargeable in the UK or elsewhere.

## **1.2 INTERPRETATION**

In this deed:

- (a) clause, Schedule and paragraph headings shall not affect the interpretation of this deed;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (e) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (f) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (g) a reference to **writing** or **written** does not include fax or email;
- (h) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (i) a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- (j) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- (k) any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (l) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- (m) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (n) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (o) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- (p) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

### 1.3 CLAWBACK



If SHL considers that an amount paid by IIL in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of IIL or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

#### **1.4 NATURE OF SECURITY OVER REAL PROPERTY**

A reference in this deed to a **charge or mortgage of or over the Property** includes:

- (a)** all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time;
- (b)** the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c)** all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

#### **1.5 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Purchase Contract and of any side letters between any parties in relation to the Purchase Contract are incorporated into this deed.

#### **1.6 SCHEDULES**

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

### **2. COVENANT TO PAY**

IIL shall, on demand, pay to SHL and discharge the Secured Liabilities when they become due.

### **3. GRANT OF SECURITY**

#### **3.1 LEGAL MORTGAGE AND FIXED CHARGES**

As a continuing security for the payment and discharge of the Secured Liabilities, IIL with full title guarantee charges to SHL:

- (a)** by way of a first legal mortgage, the Property; and
- (b)** by way of a first fixed charge:
  - (i)** all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy;
  - (ii)** the benefit of all other contracts, guarantees, appointments and warranties relating to the Property and other documents to which IIL is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Property or otherwise relating to the Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever

accruing to or for its benefit arising from any of them); and

(iii) all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business carried on at the Property and all rights in connection with them.

### **3.2 ASSIGNMENT**

As a continuing security for the payment and discharge of the Secured Liabilities, IIL with full title guarantee assigns to SHL absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy provided that nothing in this Clause 3.2 shall constitute SHL as mortgagee in possession.

## **4. PERFECTION OF SECURITY**

### **4.1 REGISTRATION OF LEGAL MORTGAGE AT THE LAND REGISTRY**

IIL consents to an application being made by SHL to the Land Registrar for the following restriction in Form P to be registered against its title to the 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 ~~{DATE}~~ in favour of Stonebridge Homes Limited referred to in the charges register or their conveyancer."

16 November 2018

### **4.2 NOTICES**

Whether or not title to the Property is registered at the Land Registry, if any notice (whether agreed or unilateral) is registered against IIL's title to the Property, IIL shall immediately provide SHL with full particulars of the circumstances relating to such notice. If such notice was registered to protect a purported interest the creation of which is not permitted under this deed, IIL shall immediately, and at its own expense, take such steps as SHL may require to ensure that the notice is withdrawn or cancelled.

## **5. LIABILITY OF IIL**

### **5.1 LIABILITY NOT DISCHARGED**

IIL's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, SHL that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- (b) SHL renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission that, but for this Clause 5.1, might have discharged, or otherwise prejudiced or affected, the liability of IIL.

## **6. REPRESENTATIONS AND WARRANTIES**

### **6.1 TIMES FOR MAKING REPRESENTATIONS AND WARRANTIES**

Save to the extent that SHL should reasonably have been aware of the same on the date hereof IIL makes the representations and warranties set out in this Clause 6 to SHL on the date of this deed and the representations and warranties contained in this Clause 6 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

### **6.2 OWNERSHIP OF CHARGED PROPERTY**

IIL is the sole legal and beneficial owner of the Charged Property and has good, valid and marketable title to the Property.

### **6.3 NO SECURITY**

The Charged Property is free from any Security other than the Security created by this deed

### **6.4 NO ADVERSE CLAIMS**

IIL has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in them.

### **6.5 NO ADVERSE COVENANTS**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Charged Property.

### **6.6 NO BREACH OF LAWS**

There is no breach of any law or regulation that materially and adversely affects the Charged Property.

### **6.7 NO INTERFERENCE IN ENJOYMENT**

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

### **6.8 NO OVERRIDING INTERESTS**

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in the Property.

### **6.9 NO PROHIBITIONS OR BREACHES**

There is no prohibition on IIL assigning its rights in any of the Charged Property referred to in Clause 3.2 and the entry into of this deed by IIL does not, and will not, constitute a breach of any policy, agreement, document, instrument or obligation binding on IIL or its assets.

### **6.10 ENVIRONMENTAL COMPLIANCE**

IIL has, at all times, complied in all respects with all applicable Environmental Law and Environmental Licences.

### **6.11 AVOIDANCE OF SECURITY**

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of IIL or otherwise.

## **6.12 ENFORCEABLE SECURITY**

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of IIL and is, and will continue to be, effective security over all and every part of the Charged Property in accordance with its terms.

## **7. GENERAL COVENANTS**

### **7.1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

IIL shall not at any time, except with the prior written consent of SHL:

- (a)** create, purport to create or permit to subsist any Security on, or in relation to, any Charged Property other than any Security created by this deed;
- (b)** sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Property other than pursuant to the Purchase Contract; or
- (c)** create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

### **7.2 PRESERVATION OF CHARGED PROPERTY**

IIL shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by SHL or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this deed.

### **7.3 COMPLIANCE WITH LAWS AND REGULATIONS**

- (a)** IIL shall not, without SHL's prior written consent, use or permit the Charged Property to be used in any way contrary to law.
- (b)** IIL shall:
  - (i)** comply with the requirements of any law or regulation relating to or affecting the Charged Property or the use of them or any part of them;
  - (ii)** obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property or their use or that are necessary to preserve, maintain or renew any Charged Property; and
  - (iii)** promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Charged Property.

### **7.4 ENFORCEMENT OF RIGHTS**

IIL shall use its best endeavours to:

- (a)** procure the prompt observance and performance by the relevant counterparty to any agreement

or arrangement with IIL and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty; and

**(b)** enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property that SHL may require from time to time.

## **7.5 NOTICE OF MISREPRESENTATION AND BREACH**

IIL shall, promptly on becoming aware of any of the same, notify SHL in writing of:

**(a)** any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and

**(b)** any breach of any covenant set out in this deed.

## **8. PROPERTY COVENANTS**

### **8.1 NO ALTERATIONS**

**(a)** IIL shall not, without the prior written consent of SHL:

**(i)** pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or

**(ii)** make or permit to be made any material alterations to any buildings on the Property or sever or remove, or permit to be severed or removed, any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with Clause 8.1).

**(b)** IIL shall promptly give notice to SHL if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.

### **8.2 DEVELOPMENT RESTRICTIONS**

IIL shall not, without the prior written consent of SHL:

**(a)** make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property other than for the Development; or

**(b)** carry out, or permit or suffer to be carried out, on the Property any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit, or suffer to be changed, the use of the Property.

### **8.3 LEASES AND LICENCES AFFECTING THE PROPERTY**

IIL shall not, without the prior written consent of SHL:

**(a)** grant any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);

**(b)** in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the

Property);

- (c) let any person into occupation, or share occupation, of the whole or any part of the Property; or
- (d) grant any consent or licence under any lease or licence affecting the Property.

#### **8.4 NO RESTRICTIVE OBLIGATIONS**

IIL shall not, without the prior written consent of SHL, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property.

#### **8.5 PROPRIETARY RIGHTS**

IIL shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of SHL.

#### **8.6 COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS**

IIL shall observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if SHL so requires) produce to SHL evidence sufficient to satisfy SHL that those covenants, stipulations and conditions have been observed and performed; and

#### **8.7 NOTICES OR CLAIMS RELATING TO THE PROPERTY**

(a) IIL shall:

(i) give full particulars to SHL of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and

(ii) (if SHL so requires) immediately, and at the cost of IIL, take all reasonable and necessary steps to comply with any Notice, and make, or join with SHL in making, any objections or representations in respect of that Notice that SHL thinks fit.

(b) IIL shall give full particulars to SHL of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

#### **8.8 PAYMENT OF OUTGOINGS**

IIL shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.

#### **8.9 ENVIRONMENT**

IIL shall in respect of the Property:

(a) comply with all the requirements of Environmental Law; and

(b) obtain and comply with all Environmental Licences.

#### **8.10 INSPECTION**

IIL shall permit SHL, any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice.

## **9. POWERS OF SHL**

### **9.1 POWER TO REMEDY**

**(a)** SHL shall be entitled (but shall not be obliged) to remedy, at any time, a breach by IIL of any of its obligations contained in this deed.

**(b)** IIL irrevocably authorises SHL and its agents to do all things that are necessary or desirable for that purpose.

**(c)** Any monies expended by SHL in remedying a breach by IIL of its obligations contained in this deed shall be reimbursed by IIL to SHL on a full indemnity basis and shall carry interest in accordance with Clause 16.1.

**(d)** In remedying any breach in accordance with this Clause 9.1, SHL, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as SHL may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

### **9.2 EXERCISE OF RIGHTS**

The rights of SHL under Clause 9 are without prejudice to any other rights of SHL under this deed. The exercise of any rights of SHL under this deed shall not make SHL liable to account as a mortgagee in possession.

### **9.3 SHL HAS RECEIVER'S POWERS**

To the extent permitted by law, any right, power or discretion conferred by this deed (either expressly or impliedly) or by law on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by SHL in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

## **10. WHEN SECURITY BECOMES ENFORCEABLE**

### **10.1 SECURITY BECOMES ENFORCEABLE ON EVENT OF DEFAULT**

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

### **10.2 DISCRETION**

After the security constituted by this deed has become enforceable, SHL may, in its absolute discretion, 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 Property.

## **11. ENFORCEMENT OF SECURITY**

### **11.1 ENFORCEMENT POWERS**

**(a)** For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have

become due and payable on the date of this deed.

**(b)** The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under Clause 10.1.

**(c)** Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

#### **11.2 EXTENSION OF STATUTORY POWERS OF LEASING**

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise SHL and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of IIL, to:

**(a)** grant a lease or agreement for lease;

**(b)** accept surrenders of leases; or

**(c)** grant any option in respect of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of IIL, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender), as SHL or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

#### **11.3 REDEMPTION OF PRIOR SECURITY**

**(a)** At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, SHL may:

**(i)** redeem any prior Security over any Charged Property;

**(ii)** procure the transfer of that Security to itself; and

**(iii)** settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on IIL).

**(b)** IIL shall pay to SHL immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this deed as part of the Secured Liabilities.

#### **11.4 PROTECTION OF THIRD PARTIES**

No purchaser, mortgagee or other person dealing with SHL, any Receiver or any Delegate shall be concerned to enquire:

**(a)** whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

**(b)** whether any power SHL, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or



(c) how any money paid to SHL, any Receiver or any Delegate is to be applied.

### **11.5 PRIVILEGES**

Each Receiver and SHL is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

### **11.6 NO LIABILITY AS MORTGAGEE IN POSSESSION**

Neither SHL nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Charged Property or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.

### **11.7 RELINQUISHING POSSESSION**

If SHL, any Receiver or Delegate enters into or takes possession of a Charged Property, it or he/she may at any time relinquish possession.

### **11.8 CONCLUSIVE DISCHARGE TO PURCHASERS**

The receipt of SHL, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, SHL, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.

## **12. RECEIVERS**

### **12.1 APPOINTMENT**

At any time after the security constituted by this deed has become enforceable, or at the request of IIL, SHL may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Charged Property.

### **12.2 REMOVAL**

SHL may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, 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.

### **12.3 REMUNERATION**

SHL may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

### **12.4 POWER OF APPOINTMENT ADDITIONAL TO STATUTORY POWERS**

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of SHL under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

### **12.5 POWER OF APPOINTMENT EXERCISABLE DESPITE PRIOR APPOINTMENTS**

The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by SHL despite any prior appointment in respect of all or any part of the Charged Property.

## **12.6 AGENT OF IIL**

Any Receiver appointed by SHL under this deed shall be the agent of IIL and IIL shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until IIL goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of SHL.

## **13. POWERS OF RECEIVER**

### **13.1 POWERS ADDITIONAL TO STATUTORY POWERS**

**(a)** Any Receiver appointed by SHL under this deed shall, in addition to the rights, powers and discretions conferred on him/her by statute, have the rights, powers and discretions set out in Clause 13.2 to Clause 13.20.

**(b)** A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether he/she is an administrative receiver or not.

**(c)** If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

**(d)** Any exercise by a Receiver of any of the powers given by Clause 13 may be on behalf of IIL, the directors of IIL or himself/herself.

### **13.2 REPAIR AND DEVELOP THE PROPERTY**

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

### **13.3 GRANT OR ACCEPT SURRENDERS OF LEASES**

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Property on any terms, and subject to any conditions, that he/she thinks fit.

### **13.4 EMPLOY PERSONNEL AND ADVISERS**

**(a)** A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he/she thinks fit.

**(b)** A Receiver may discharge any such person or any such person appointed by IIL.

### **13.5 MAKE AND REVOKE VAT OPTIONS TO TAX**

A Receiver may make, exercise or revoke any VAT option to tax as he/she thinks fit.

### **13.6 CHARGE FOR REMUNERATION**

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him/her) that SHL may prescribe or agree with him/her.

### **13.7 TAKE POSSESSION**

A Receiver may take immediate possession of, get in and realise any Charged Property.

### **13.8 MANAGE OR RECONSTRUCT IIL'S BUSINESS**

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of IIL carried out at the Property.

### **13.9 DISPOSE OF CHARGED PROPERTY**

A Receiver may grant options and licences over all or any part of the Charged Property, grant any other interest or right over, sell, exchange, assign or lease (or concur in granting options and licences over all or any part of the Charged Property, granting any other interest or right over, selling, exchanging, assigning or leasing) all or any of the Charged Property in respect of which he/she is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he/she thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him/her.

### **13.10 SEVER FIXTURES AND FITTINGS**

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of IIL.

### **13.11 GIVE VALID RECEIPTS**

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Property.

### **13.12 MAKE SETTLEMENTS**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who claims to be a creditor of IIL or relating in any way to any Charged Property.

### **13.13 BRING LEGAL ACTION**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property as he/she thinks fit.

### **13.14 INSURE**

A Receiver may, if he/she thinks fit, but without prejudice to the indemnity in Clause 16.2, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by IIL under this deed.

### **13.15 FORM SUBSIDIARIES**

A Receiver may form a subsidiary of IIL and transfer to that subsidiary any Charged Property.

### **13.16 BORROW**

A Receiver may, for whatever purpose he/she thinks fit, raise and borrow money either unsecured or on the security of all or any of the Charged Property in respect of which he/she is appointed on any terms that he/she thinks fit (including, if SHL consents, terms under which that security ranks in priority to this deed).

### **13.17 REDEEM PRIOR SECURITY**

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on IIL, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

### **13.18 DELEGATION**

A Receiver may delegate his/her powers in accordance with this deed.

### **13.19 ABSOLUTE BENEFICIAL OWNER**

A Receiver may, in relation to any of the Charged Property, exercise all powers, authorisations and rights he/she would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do in the ownership and management of all or any part of the Charged Property.

### **13.20 INCIDENTAL POWERS**

A Receiver may do any other acts and things that he/she:

- (a) may consider desirable or necessary for realising any of the Charged Property;
- (b) may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- (c) lawfully may or can do as agent for IIL.

## **14. DELEGATION**

### **14.1 DELEGATION**

SHL or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it or him/her by this deed (including the power of attorney granted under Clause 18.1).

### **14.2 TERMS**

SHL and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it or he/she thinks fit.

### **14.3 LIABILITY** Neither SHL nor any Receiver shall be in any way liable or responsible to IIL for

any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

## **15. APPLICATION OF PROCEEDS**

### **15.1 ORDER OF APPLICATION OF PROCEEDS**

All monies received or recovered by SHL, a Receiver or a Delegate under this deed or in connection with the realisation or enforcement of all or part of the security constituted by this deed (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to SHL's right to recover any shortfall from IIL):

**(a)** in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of SHL (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;

**(b)** in or towards payment of the Secured Liabilities in any order and manner that SHL determines; and

**(c)** in payment of the surplus (if any) to IIL or other person entitled to it.

### **15.2 APPROPRIATION**

Neither SHL, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

## **16. COSTS AND INDEMNITY**

### **16.1 COSTS**

IIL shall, promptly on demand, pay to, or reimburse, SHL and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by SHL, any Receiver or any Delegate in connection with:

**(a)** this deed (though not in the preparation, completion or registration of it) or the Charged Property;

**(b)** taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of SHL's, a Receiver's or a Delegate's rights under this deed; or

**(c)** taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of IIL) at the rate and in the manner specified in the Purchase Contract.

### **16.2 INDEMNITY**

**(a)** IIL shall indemnify SHL, each Receiver and each Delegate, and their respective employees and

agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

(i) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Property;

(ii) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

(iii) any default or delay by IIL in performing any of its obligations under this deed.

(b) Any past or present employee or agent may enforce the terms of this Clause 16.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

## **17. FURTHER ASSURANCE**

### **17.1 FURTHER ASSURANCE**

IIL shall promptly, at its own expense, take whatever action SHL or any Receiver may reasonably require for:

(a) creating, perfecting or protecting the security created or intended to be created by this deed;

(b) facilitating the realisation of any Charged Property; or

(c) facilitating the exercise of any right, power, authority or discretion exercisable by SHL or any Receiver in respect of any Charged Property,

including, without limitation the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Property (whether to SHL or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, SHL may consider necessary or desirable.

## **18. POWER OF ATTORNEY**

### **18.1 APPOINTMENT OF ATTORNEYS**

By way of security, IIL irrevocably appoints SHL, every Receiver and every Delegate separately to be the attorney of IIL and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

(a) IIL is required to execute and do under this deed; or

(b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on SHL, any Receiver or any Delegate.

### **18.2 RATIFICATION OF ACTS OF ATTORNEYS**

IIL ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in Clause 18.1.

## **19. RELEASE**

### **19.1 RELEASE**

Subject to Clause 26.3, at the end of the Security Period, SHL shall, at the request and cost of IIL, take whatever action is necessary to:

(a) release the Charged Property from the security constituted by this deed (including the removal of any entries at the Land Registry in relation to it); and

(b) reassign the Charged Property to IIL.

## **20. ASSIGNMENT AND TRANSFER**

### **20.1 ASSIGNMENT BY SHL**

(a) SHL may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under this deed or any part of it save that SHL may assign the benefit of this deed to a Group Company.

(b) SHL may disclose to any actual or proposed assignee or transferee any information in its possession that relates to IIL, the Charged Property and this deed that SHL considers appropriate.

## **21. SET-OFF**

### **21.1 SHL'S RIGHT OF SET-OFF**

SHL may at any time set off any liability of IIL to SHL against any liability of SHL to IIL, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. Any exercise by SHL of its rights under this Clause 21.1 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

### **21.2 NO OBLIGATION TO SET OFF**

SHL is not obliged to exercise its rights under Clause 21.1. If, however, it does exercise those rights it must promptly notify IIL of the set-off that has been made.

### **21.3 EXCLUSION OF IIL'S RIGHT OF SET-OFF**

All payments made by IIL to SHL under this deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## **22. AMENDMENTS, WAIVERS AND CONSENTS**

### **22.1 AMENDMENTS**

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

### **22.2 WAIVERS AND CONSENTS**

**(a)** A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

**(b)** A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by SHL shall be effective unless it is in writing.

### **22.3 RIGHTS AND REMEDIES**

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

### **23. SEVERANCE**

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

### **24. COUNTERPARTS**

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

### **25. THIRD PARTY RIGHTS**

Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

### **26. FURTHER PROVISIONS**

#### **26.1 INDEPENDENT SECURITY**

The security constituted by this deed shall be in addition to, and independent of, any other security or guarantee that SHL may hold for any of the Secured Liabilities at any time. No prior security held by SHL over the whole or any part of the Charged Property shall merge in the security created by this deed.

#### **26.2 CONTINUING SECURITY**

The security constituted by this deed shall remain in full force and effect as a continuing security for



the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until SHL discharges this deed in writing.

### **26.3 DISCHARGE CONDITIONAL**

Any release, discharge or settlement between IIL and SHL shall be deemed conditional on no payment or security received by SHL in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. *Despite any such release, discharge or settlement:*

**(a)** SHL or its nominee may retain this deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Charged Property, for any period that SHL deems necessary to provide SHL with security against any such avoidance, reduction or order for refund; and

**(b)** SHL may recover the value or amount of such security or payment from IIL subsequently as if the release, discharge or settlement had not occurred.

### **26.4 CONSOLIDATION**

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

## **27. NOTICES**

**27.1 DELIVERY** Any notice or other communication given to a party under or in connection with this deed shall be:

**(a)** in writing;

**(b)** delivered by hand, by pre-paid first-class post or other next working day delivery service; and

**(c)** sent to:

**(i)** SHL at:

Address: 1 Featherbank Court, Horsforth, Leeds LS18 4QF

Attention: Martin Acott

**(ii)** IIL at:

Address: Beechfield The Terrace, Boston Spa, Wetherby, LS23 6AH

Attention: John McDonnell

or to any other address as is notified in writing by one party to the other from time to time.

### **27.2 RECEIPT**

Any notice or other communication that either party gives to the other shall be deemed to have been received:

**(a)** if delivered by hand, at the time it is left at the relevant address; and

**(b)** if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting.

A notice or other communication given as described in Clause 27.2(a) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

### **27.3 SERVICE OF PROCEEDINGS**

This Clause 27 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### **27.4 NO NOTICE BY EMAIL OR BY FAX**

A notice or other communication given under or in connection with this deed is not valid if sent by email or by fax.

## **28. GOVERNING LAW AND JURISDICTION**

### **28.1 GOVERNING LAW**

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

### **28.2 JURISDICTION**

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

### **28.3 OTHER SERVICE**

Both parties irrevocably consent to any process in any legal action or proceedings under Clause 28.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

#### **SCHEDULE 1 - PROPERTY**

All that freehold property known as 41 Church Street Boston Spa Wetherby LS23 6DW registered at Land Registry with title number YY32938

Executed as a deed by **ILLUMINATING INVESTMENTS LIMITED** acting by  
..... Mon. Aspin ..... a director, in the  
presence of:

Lindsay A Texel

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

LINDSAY ANNE TEXEL, c/o Elizabeth House,  
13-19 Queen Street, Leeds, LS1 2TW. Solicitor.

[Signature]

[SIGNATURE OF DIRECTOR]

Director

Executed as a deed by **STONEBRIDGE HOMES LIMITED** acting by ..... a  
director, in the presence of:

.....

[SIGNATURE OF WITNESS]

[NAME, ADDRESS [AND OCCUPATION] OF WITNESS]

.....

[SIGNATURE OF DIRECTOR]

Director