



Registration of a Charge

Company name: **ST. MODWEN HOMES LIMITED**

Company number: **09095920**



X9EZRRZT

Received for Electronic Filing: **05/10/2020**

Details of Charge

Date of creation: **30/09/2020**

Charge code: **0909 5920 0006**

Persons entitled: **KEY PROPERTY INVESTMENTS (NUMBER TWO) LIMITED**

Brief description: **FREEHOLD PROPERTY KNOWN AS LAND AT ST. LEONARDS AVENUE,
STAFFORD ST17 4LX**

Contains negative pledge.

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: **S.MULLA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9095920

Charge code: 0909 5920 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2020 and created by ST. MODWEN HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2020 .

Given at Companies House, Cardiff on 6th October 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Private & Confidential

2687501/HJM01

Dated 30 September 2020

ST. MODWEN HOMES LIMITED

(1)

AND

KEY PROPERTY INVESTMENTS
(NUMBER TWO) LIMITED

(2)

LEGAL CHARGE

relating to freehold property known as Land at
St. Leonards Avenue, Stafford ST17 4LX

We hereby certify that this is a true copy of the
original document.

Gowling WLG (UK) LLP
Gowling WLG (UK) LLP

Dated 05.10.2020



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THIS DEED is dated

30 September

2020

BETWEEN:

- (1) **ST. MODWEN HOMES LIMITED** (company registration number **09095920**) whose registered office is at Park Point, 17 High Street, Longbridge, Birmingham B31 2UQ (the "**Chargor**"); and
- (2) **KEY PROPERTY INVESTMENTS (NUMBER TWO) LIMITED** (company number **04471664**) whose registered office is at Park Point, 17 High Street, Longbridge, Birmingham B31 2UQ (the "**Chargee**").

BACKGROUND

- (A) By a transfer dated the same date as this Deed, the Chargee transferred the Property to the Chargor.
- (B) The Chargor has agreed to pay the Deferred Payment to the Chargee on the terms of the Sale Contract.
- (C) The Chargor has agreed to grant this legal charge to the Chargee by way of Deed as security for the Chargor's obligation to pay the Secured Liabilities.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Affordable Housing

the land forming part of the Property which is required pursuant to the planning permission (or related planning agreement) for the residential development of the Property to be provided for affordable housing as the phrase is used in Annex 2: Glossary of the National Planning Policy Framework or any amendment or replacement of it for people who cannot afford to occupy houses generally available on the open market and subject to restrictions controlling

	occupiers or tenure which is to be transferred to or be managed by (whether by way of development management transfer or other disposal) a local authority registered provider of affordable housing or similar body;
Authorisation	an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;
Business Day	a day (other than a Saturday or Sunday) on which banks are open for general business in London;
Competent Authority	any local authority or other authority or body exercising powers under statute or by royal charter or any utility service or supply company;
Deferred Payment	has the meaning given to it in clause 1.1 of the Sale Contract;
Deferred Payment Date	has the meaning given to it in clause 1.1 of the Sale Contract;
Development	the development of the Property for residential development;
Enforcement Event	has the meaning given to it in clause 8.1 (Enforcement Events);
Environment	<p>humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:</p> <ul style="list-style-type: none"> (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground); (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and (c) land (including, without limitation, land under water);

Environmental Claim	any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law;
Environmental Law	any applicable law or regulation which relates to: <ul style="list-style-type: none"> (a) the pollution or protection of the Environment; (b) the conditions of the workplace; or (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste;
Environmental Permits	any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of the Chargor conducted on or from the properties owned or used by the Chargor;
Insurances	any contract of insurance required under clause 6.4 (Insurances);
LPA 1925	the Law of Property Act 1925;

Material Adverse Effect

a material adverse effect on:

- (a) the value of the Mortgaged Property; or
- (b) the ability of the Chargor to perform its payment obligations under this Deed; or
- (c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to this Deed; or
- (d) the rights or remedies of the Chargee under this Deed;

Mortgaged Property

the part of the Property shown edged and hatched blue on the Plan and any other property included in the definition of Security Asset;

Party

a party to this Deed;

Permitted Disposal

any of the following:

- (a) any disposal to a Competent Authority which acquires an interest in the Property in order to provide Utilities and/or for granting easements to such Competent Authority for any of the aforesaid purposes;
- (b) any disposal or dedication of highway or public open space pursuant to a Statutory Agreement to a Competent Authority;
- (c) the disposal of any part of the Property to a highway authority for the purpose of adoption of the roads footpaths and/or cycle ways to be constructed on the Property
- (d) the grant of any easement required for the development and use of the Property for the Development;
- (e) the grant of a licence to contractors or surveyors to access the Property where reasonably necessary for the progression of the Development;
- (f) any Disposal of a practically completed Affordable Housing to an Affordable Housing provider (as defined in the Housing and Regeneration Act 2008) provided that in such Disposal the use of the land is restricted to use for Affordable Housing;

Plan

the plan annexed to this Deed;

Property

freehold property known as Land at St. Leonards Avenue, Stafford ST17 4LX as specified in Schedule 1 (Specified Assets);

Receiver	a receiver or receiver and manager, in each case appointed under this Deed;
Relevant Contracts	all contracts, guarantees, warranties, agreements or other documentation relating to the construction of the Development at the Property (including without limitation Utilities Agreements);
Sale Contract	the agreement for sale dated ^{30 September} 1 2020 between the Chargee and (1) the Chargor (2) pursuant to which the Chargor agreed to acquire the Property from the Chargee;
Secured Liabilities	the Deferred Payment payable by the Chargor and any interest or other sums due to the Chargee under the terms of the Sale Contract or under this Deed;
Secured Party	the Chargee or a Receiver;
Security	a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;
Security Asset	all of the assets of the Chargor which from time to time are, or are expressed to be, the subject any Security created by this Deed;
Security Period	the period beginning on the date of this Deed and ending on the date on which the Chargor has discharged in full all of the Secured Liabilities;

Statutory Agreement

- (a) an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to the Local Government Miscellaneous Provisions) Act 1982 Section 33 and/or the Local Government Act 1972 Section 111 and/or the Highways Act 1980 Section(s) 38 and/or 278 and/or the Water Industry Act 1991 Section 104 or any provision to similar intent or an agreement with a water undertaker or a drainage undertaker (within the meaning of the Water Industry Act 199) or the Environment Agency or an Internal Draining Board (within the meaning of the Water Resources Act 1991 or the Land Drainage Act 1991) or other appropriate authority as to water supply or drainage of surface and/or foul water from the Property or an agreement with any competent authority or body relating to other services; and/or
- (b) a planning obligation (whether entered into by agreement or otherwise) in respect of and affecting the Property (whether or not also affecting other property) pursuant to Section 106 of the Town and Country Planning Act 1990;

Subsidiary

a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006 or a subsidiary within the meaning of section 1159 of the Companies Act 2006;

Tax

any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

Unit

each individual dwelling house or other residential unit and its curtilage designed for residential occupation constructed or to be constructed by the Chargor on the Property as part of the Development (but not Affordable Housing);

Utilities gas, water, electricity, communication services, foul or surface water disposal facilities to/or from the Property;

Utilities Agreements any easement, wayleave, supply agreement or other agreement or documentation required by a statutory undertaker or Utilities supplier relating to the installation, provision and supply of Utilities to the Development.

1.2 Construction

(a) Unless a contrary indication appears, a reference in this Deed to:

- (i) any person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Deed;
- (ii) "**assets**" includes present and future properties, revenues and rights of every description;
- (iii) "**costs**" includes all costs, fees, charges and expenses of any nature and includes any Tax charged on any of them;
- (iv) this "**Deed**", or any other agreement or instrument is a reference to this Deed or that other agreement or instrument as amended, novated, supplemented, extended or restated;
- (v) any "**rights**" in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;

- (vi) **"disposal"** includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and "dispose" will be construed accordingly;
- (vii) **"guarantee"** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (viii) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (ix) a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
- (x) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
- (xi) a provision of law is a reference to that provision as amended or re-enacted.

1.3 Clause and schedule headings are for ease of reference only.

1.4 Words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

1.5 The words "including" shall not be construed as limiting the generality of the words preceding it.

1.6 An Enforcement Event is "continuing" if it has not been remedied or waived.

1.7 Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

- 1.8 The terms of any other agreement or instrument between the Parties are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.9 If the Chargee considers that an amount paid to a Secured Party in connection with this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.10 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- 1.11 It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.
- 1.12 If there is an inconsistency or ambiguity between the provisions of this Deed and the provisions of the Sale Contract, the provisions of the Sale Contract shall prevail.
- 1.13 **Third party rights**
- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Deed.
 - (b) Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
 - (c) Any Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to clause 1.13(b) above and the provisions of the Third Parties Act.

2 CREATION OF SECURITY

2.1 General

- (a) The Chargor must pay or discharge the Secured Liabilities as and when the same are due pursuant to the Sale Contract.

- (b) If the Chargor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the rate of 4 per cent. per annum above the base lending rate from time to time of The Royal Bank of Scotland plc (or such other UK clearing bank nominated by the Chargee). Any interest accruing under this clause 2.1(b) shall be immediately payable by the Chargor on demand by the Chargee.
- (c) All the security created under this Deed:
 - (i) is created in favour of the Chargee;
 - (ii) is security for the payment of all the Secured Liabilities; and
 - (iii) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Real property

- (a) The Chargor charges by way of a first legal mortgage all estates or interests in the Mortgaged Property.
- (b) A reference in this clause 2 to a mortgage or charge of the Property includes:
 - (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTION

3.1 Security

Except for the Security created by this Deed and any lien arising by operation of law and in the ordinary course of trading:

- (a) the Chargor must not create or permit to subsist any Security on any Security Asset;
and
- (b) the Chargor must not:
 - (i) sell, transfer or otherwise dispose of any Security Asset on terms whereby they are or may be leased to or re-acquired by it;
 - (ii) sell, transfer or otherwise dispose of any of its receivables (that are Security Assets) on recourse terms;
 - (iii) enter into any arrangement under which a Security Asset that is money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (iv) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising financial indebtedness or of financing the acquisition of a Security Asset.

3.2 Disposals

- (a) The Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.
- (b) clause 3.2(a) does not apply to any disposal made in the ordinary course of trading of any asset.
- (c) clause 3.2(a) does not apply to any disposal which is a Permitted Disposal or any entry by the Chargor into any contract or other agreement in relation to a disposal which is a Permitted Disposal.

4 PERFECTION OF SECURITY

4.1 Real Property

(a) **Land Registry**

- (i) The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated ^{30 September 2018} ~~1st~~ in favour of Key Property Investments (Number Two) Limited referred to in the charges register or their conveyancer. (Standard Form P)".

- (ii) If any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor's title to any Mortgaged Property, the Chargor shall immediately provide the Chargee with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Deed, the Chargor shall immediately, and at its own expense, take such steps as the Chargee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

5 REPRESENTATIONS

5.1 General

The Chargor makes the representations and warranties set out in this clause 5 to the Chargee on the date of this Deed and on each day during the Security Period by reference to the facts and circumstances then existing.

5.2 Status

- (a) It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It has the power to own its assets and carry on its business as it is being conducted.

5.3 Binding obligations

- (a) The obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations; and
- (b) This Deed creates the Security which it purports to create and that Security is valid and effective.

5.4 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed, and the granting of the Security created by this Deed, do not and will not conflict with:

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

in each case to the extent such conflict has or is reasonably likely to have a Material Adverse Effect.

5.5 Power and authority

- (a) It has the power to enter into, perform and deliver and has taken all necessary action to authorise its entry into, performance and delivery of this Deed and the transactions contemplated by this Deed.
- (b) No limit on its powers will be exceeded as a result of the grant of Security created or expressed to be created in favour of the Chargee by this Deed.

5.6 Validity and admissibility in evidence

All Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed; and
- (b) to make this Deed admissible in evidence,

have been obtained or effected and are in full force and effect.

5.7 Legal and beneficial ownership

Provided that the Property has been transferred to the Chargor pursuant to the Sale Contract with good and marketable title free of any Security, it is the sole legal and beneficial owner of the Security Assets free from Security (other than those created by or pursuant to this Deed).

6 GENERAL UNDERTAKINGS

The undertakings in this clause 6 remain in force throughout the Security Period.

6.1 Information

The Chargor must promptly supply to the Chargee such information as the Chargee may reasonably require about the Security Assets and the Chargor's compliance with the terms of this Deed.

6.2 Authorisations

The Chargor must promptly obtain, comply with and do all that is necessary to maintain in full force and effect any Authorisation required under any law or regulation to:

- (a) enable it to perform its obligations under this Deed; and
- (b) ensure the legality, validity, enforceability or admissibility in evidence of this Deed.

6.3 Compliance with laws

The Chargor must comply in all respects with all laws to which it may be subject, if failure to do so has or is reasonably likely to have a Material Adverse Effect on the value of the Property.

6.4 Insurances

- (a) The Chargor must ensure that at all times Insurances are maintained in full force and effect which:

- (i) insure it in respect of its interests in the Security Assets for such value and against such risks; and
 - (ii) are in an amount, and in form, and with an insurance company or underwriters, as are in each case acceptable at all times to the Chargee.
- (b) The Chargor must procure that, at the option of the Chargee, that the interest of the Chargee is noted on each of the Insurances and that they contain such other provisions for the protection of the Chargee as the Chargee may reasonably require.
- (c) The Chargor must promptly notify the Chargee of:
 - (i) the proposed terms of any future renewal of any of the Insurances which is reasonably likely to have a Material Adverse Effect;
 - (ii) any amendment, supplement, extension, termination, avoidance or cancellation of any of the Insurances made or, to its knowledge, threatened or pending which has or is reasonably likely to have a Material Adverse Effect;
 - (iii) any claim, and any actual or threatened refusal of any claim, under any of the Insurances which has or is reasonably likely to have a Material Adverse Effect; and
 - (iv) any event or circumstance which has led or may lead to a breach by the Chargor of any term of this clause which has or is reasonably likely to have a Material Adverse Effect.
- (d) The Chargor must:
 - (i) comply with the terms of the Insurances;
 - (ii) not do or permit anything to be done which may make void or voidable any of the Insurances; and
 - (iii) comply with all reasonable risk improvement requirements of its insurers. The Chargor must ensure that:

(A) each premium for the Insurances is paid within the period permitted for payment of that premium; and

(B) all other things necessary are done so as to keep each of the Insurances in force.

(e)

(i) To the extent required by the basis of settlement under any Insurances, the Chargor must apply moneys received under any Insurances in respect of a Mortgaged Property towards replacing, restoring or reinstating that Mortgaged Property.

(ii) Moneys received under liability policies held by the Chargor which are required by the Chargor to satisfy established liabilities of the Chargor to third parties must be used to satisfy those liabilities.

6.5 Environmental matters

(a) The Chargor must:

(i) comply and ensure that any relevant third party complies with all Environmental Law;

(ii) obtain, maintain and ensure compliance with all requisite Environmental Permits applicable to it or to a Mortgaged Property; and

(iii) implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to it or a Mortgaged Property,

where failure to do so has or is reasonably likely to have a Material Adverse Effect on the value of the Property or result in any material liability for the Chargee.

(b) The Chargor must, promptly upon becoming aware, notify the Chargee of:

(i) any Environmental Claim started, or to its knowledge, threatened in relation to it or a Security Asset;

- (ii) any circumstances reasonably likely to result in an Environmental Claim in relation to it or a Security Asset; or
- (iii) any suspension, revocation or notification of any of its Environmental Permits or those relating to a Security Asset,

which has or is reasonably likely to have a Material Adverse Effect on the value of the Property.

- (c) The Chargor must indemnify the Chargee against any loss or liability which:
 - (i) the Chargee incurs as a result of any actual or alleged breach of any Environmental Law by the Chargor; and
 - (ii) would not have arisen if this Deed had not been entered into, unless it is caused by the Chargee's gross negligence, fraud or wilful misconduct.

6.6 Relevant Contracts

The Chargor must:

- (a) duly perform its obligations under each Relevant Contract (where failure to do so has or is reasonably likely to have a Material Adverse Effect), notify the Chargee of any material default by it or any other party under any Relevant Contract and not take any action which would reduce or impede recoveries in respect of any Relevant Contract;
- (b) not, without the prior written consent of the Chargee, amend or waive any term of, terminate or release any other party from its obligations under any Relevant Contract which has or is reasonably likely to have a Material Adverse Effect;
- (c) diligently pursue its rights under each Relevant Contract (unless the Chargee agrees otherwise in writing) where failure to do so has or is reasonably likely to have a Material Adverse Effect.

6.7 Preservation of assets

The Chargor must not do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise materially diminish the value of any of the Security Assets.

6.8 Ranking of security

The Chargor must ensure that at all times any unsecured and unsubordinated claims of the Secured Parties against it under this Deed rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

6.9 Access

The Chargor must permit the Chargee and/or its delegates access at all reasonable times and on reasonable notice to the Mortgaged Property.

7 PROPERTY UNDERTAKINGS

The undertakings in this clause 7 remain in force throughout the Security Period.

7.1 Title

- (a) The Chargor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Mortgaged Property where failure to do so has or is reasonably likely to have a Material Adverse Effect on the value of the Mortgaged Property.
- (b) The Chargor may not agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Mortgaged Property where to do so has or is reasonably likely to have a Material Adverse Effect on the value of the Mortgaged Property.
- (c) The Chargor must promptly take all such steps as may be necessary to enable the Security created by this Deed to be registered, where appropriate, at the applicable Land Registry.

7.2 Development

The Chargor must comply in all respects with all planning laws, permissions, agreements and conditions to which any Mortgaged Property may be subject where failure to do so has or is reasonably likely to have a Material Adverse Effect.

7.3 Notices

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

- (a) deliver a copy to the Chargee; and
- (b) inform the Chargee of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice.

7.4 Power to remedy

- (a) If the Chargor fails to perform any obligations under this Deed affecting any Mortgaged Property, the Chargor must allow the Chargee or its agents and contractors:
 - (i) to enter any part of the Mortgaged Property;
 - (ii) to comply with or object to any notice served on the Chargor in respect of the Mortgaged Property; and
 - (iii) to take any action that the Chargee may reasonably consider necessary to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- (b) The Chargor must immediately on request by the Chargee pay the proper costs and expenses of the Chargee or its agents and contractors properly incurred in connection with any action taken by it under this clause.
- (c) The Chargee shall not be obliged to account as mortgagee in possession as a result of any action taken under this clause.

8 WHEN SECURITY BECOMES ENFORCEABLE

8.1 Enforcement Events

The Security created by this Deed will become immediately enforceable if any of the events and circumstances set out in this clause 8.1 (each being an "**Enforcement Event**") occurs.

(a) Non-Payment

Any of the Secured Liabilities are not paid within 15 Business Days of their due date at the place at, and in the currency in which they are, expressed to be payable.

(b) Other obligations

The Chargor does not comply with any provision of this Deed where failure to do so has or is reasonably likely to have a Material Adverse Effect on the value of the Property. No Enforcement Event will occur if failure to comply is capable of remedy and is remedied within 15 Business Days of the earlier of (i) the Chargee giving notice to the Chargor and (ii) the Chargor becoming aware of the failure to comply.

(c) Insolvency

- (i) The Chargor is unable or admits inability to pay its debts as they fall due.
- (ii) The value of the assets of the Chargor is less than its liabilities (taking into account contingent and prospective liabilities).
- (iii) A moratorium is declared in respect of any indebtedness of the Chargor. If a moratorium occurs, the ending of the moratorium will not remedy any Enforcement Event caused by that moratorium.

(d) Insolvency proceedings

Any corporate action or legal proceedings is taken in relation to:

- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor;

- (ii) a composition, compromise, assignment or arrangement with any creditor of the Chargor;
- (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets; or
- (iv) enforcement of any Security over any assets of the Chargor, or any analogous procedure or step is taken in any jurisdiction.

This clause shall not apply to any legal proceeding which is frivolous or vexatious or is discharged, stayed or dismissed within 20 days of commencement.

(e) Cessation of business

The Chargor suspends or ceases to carry on all or a material part of its business except as a result of any disposal allowed under this Deed.

(f) Unlawfulness and invalidity

- (i) It is or becomes unlawful for the Chargor to perform any of its obligations under this Deed or any Security created by this Deed ceases to be effective.
- (ii) Any obligation or obligations of the Chargor under this Deed cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Chargee under this Deed.
- (iii) This Deed ceases to be in full force and effect or any Security created by this Deed ceases to be legal, valid, binding, enforceable or effective.

(g) Repudiation and rescission of agreements

The Chargor rescinds or purports to rescind or repudiates or purports to repudiate this Deed or any Security created by this Deed or evidences an intention to rescind or repudiate this Deed or any Security created by this Deed.

8.2 Discretion

After any Security created by this Deed has become enforceable, the Chargee may enforce all or any part of any Security created by this Deed in any manner it sees fit.

8.3 Statutory powers

The power of sale and other powers conferred by section 101 of the LPA 1925, as amended by this Deed, will be immediately exercisable at any time after any Security created by this Deed has become enforceable.

8.4 Investigations

Following the occurrence of an Enforcement Event, the Chargee may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of the Chargor which it considers necessary to ascertain the financial position of the Chargor. All fees and expenses incurred by the Chargee in connection with such investigations shall be payable by the Chargor and the Chargor consents to the provision by the Chargee of all information in relation to the Chargor which the Chargee provides to any person in relation to the preparation of any such report.

8.5 Power to remedy

If at any time the Chargor does not comply with any of its obligations under this Deed, the Chargee may (but shall not be obliged to) rectify such default and the Chargor irrevocably authorises the Chargee, its employees and agents, at the Chargor's expense, to do all such things as are necessary to rectify such default.

9 ENFORCEMENT OF SECURITY

9.1 General

- (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) Section 103 of the LPA 1925 (restricting the power of sale) and section 93 of the LPA 1925 (restricting the right of consolidation) do not apply to any Security created by this Deed.

- (c) The statutory powers of leasing conferred on the Chargee are extended so as to authorise the Chargee to lease, make agreements for leases, accept surrenders of leases and grant options as the Chargee may think fit and without the need to comply with any provision of section 99 or section 100 of the LPA 1925.

9.2 No liability as mortgagee in possession

Neither the Chargee nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

9.3 Privileges

The Chargee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers duly appointed under the LPA 1925, except that section 103 of the LPA 1925 does not apply.

9.4 Protection of third parties

No person (including a purchaser) dealing with the Chargee or a Receiver or its or his/her agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Chargee or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due to the Chargee; or
- (d) how any money paid to the Chargee or to that Receiver is to be applied.

9.5 Redemption of prior mortgages

- (a) At any time after any Security created by this Deed has become enforceable, the Chargee may:
 - (i) redeem any prior Security against any Security Asset; and/or

- (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- (b) The Chargor must pay to the Chargee, immediately on demand, the costs and expenses incurred by the Chargee in connection with any such redemption and/or transfer, including the payment of any principal or interest.

9.6 Contingencies

If any Security created by this Deed is enforced at a time when no amount is due to the Chargee (or the proceeds of any recoveries exceed the amount then due to the Chargee) at a time when amounts may or will become due, the Chargee (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

9.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Chargee will have the right after any Security created by this Deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:
 - (i) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (ii) in any other case, its value will be such amount as the Chargee reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and the Chargee will give credit for the proportion of the value of the financial collateral appropriated to its use.

10 RECEIVER

10.1 Appointment of Receiver

- (a) Except as provided below, the Chargee may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) any Security created by this Deed has become enforceable; or
 - (ii) the Chargor so requests to the Chargee at any time.
- (b) Any appointment under paragraph 10.1.1 above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Deed.
- (d) The Chargee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Chargee under the Insolvency Act 1986, the LPA 1925 or otherwise.

10.2 Removal

The Chargee may by writing under its hand 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.

10.3 Remuneration

The Chargee may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the LPA 1925 will not apply.

10.4 Agent of the Chargor

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA 1925. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

10.5 Relationship with Chargee

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

11 POWERS OF RECEIVER

11.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this clause 11 in addition to those conferred on it by any law. This includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925 and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

11.2 Possession

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

11.3 Carry on business

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

11.4 Employees

(a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

(b) A Receiver may discharge any person appointed by the Chargor.

11.5 Borrow money

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

11.6 Sale of assets

(a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

(b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

(c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

11.7 Leases

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

11.8 Compromise

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

11.9 Legal actions

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

11.10 Receipts

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

11.11 Subsidiaries

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

11.12 Delegation

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

11.13 Lending

A Receiver may lend money or advance credit to any person.

11.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation; and

- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

11.15 Exercise of rights

A Receiver may exercise all powers, rights and/or obligations under any contract or agreement forming part of the Security Assets.

11.16 Other powers

A Receiver may:

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

12 APPLICATION OF PROCEEDS

12.1 Order of application

Subject to clause 12.4 (Appropriations), all amounts from time to time received or recovered by the Chargee or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of any Security created by this Deed will be held by the Chargee on trust to apply them at any time as the Chargee (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause 12), in the following order of priority:

- (a) in discharging any sums owing to any Receiver or any of its delegates and in discharging all costs and expenses incurred by the Chargee in connection with any realisation or

enforcement of any Security created by this Deed taken in accordance with the terms of this Deed;

- (b) in payment or distribution to the Chargee on its own behalf for application towards the discharge of the Secured Liabilities in such order as the Chargee may determine;
- (c) if the Chargor is not under any further actual or contingent liability under any agreement with the Chargee, in payment or distribution to any person to whom the Chargee is obliged to pay or distribute in priority to any Chargor; and
- (d) the balance, if any, in payment or distribution to the Chargor.

12.2 This clause 12 is subject to the payment of any claims having priority over any Security created by this Deed and it does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

12.3 Only money actually paid by the Receiver to the Chargee shall be capable of being applied in or towards the satisfaction of the Secured Liabilities and the Chargor shall have no rights in respect of the application by the Chargee of any sums received, recovered or realised by the Chargee under this Deed.

12.4 **Appropriations**

Until all amounts which may be or become payable by the Chargor to the Chargee have been irrevocably paid in full, the Chargee (or any trustee or agent on its behalf) may without affecting the liability of the Chargor under this Deed:

- (a) refrain from applying or enforcing any other monies, Security or rights held or received by the Chargee (or any trustee or agent on its behalf) in respect of those amounts; or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in a suspense account any moneys received under or in connection with this Deed from the Chargor or on account of the Chargor's liability.

12.5 **Currency**

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Chargee may convert any moneys received or recovered by it from one currency to another, at a market rate of exchange.
- (b) The obligations of the Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

13 EXPENSES AND INDEMNITIES

13.1 Transaction expenses

The Chargor must promptly on demand pay the Chargee the amount of all costs and expenses (including legal fees) reasonably and properly incurred by any Secured Party in connection with the negotiation, preparation, printing, execution and perfection of this Deed and any other documents referred to in this Deed.

13.2 Enforcement and preservation costs

The Chargor must, within five Business Days of demand, pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with the enforcement of, or the preservation of any rights under, this Deed or any Security created by this Deed and with any proceedings instituted by or against that Secured Party as a consequence of it entering into this Deed, taking or holding the Security created by this Deed, or enforcing those rights, save where the same have been incurred as a result of the Secured Party's gross negligence, wilful misconduct, fraud or breach of contract.

13.3 Currency indemnity

If any sum due from the Chargor under this Deed (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

- (a) making or filing a claim or proof against the Chargor; or
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Chargor must as an independent obligation, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

13.4 Stamp taxes indemnity

The Chargor must pay and, within five Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to all stamp duty, registration and other similar Taxes payable in connection with this Deed.

13.5 Other indemnities

The Chargor must:

- (a) immediately on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and
- (b) keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

14 DELEGATION

14.1 Power of Attorney

The Chargee or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

14.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Chargee or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

14.3 Liability

Neither the Chargee nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

15 FURTHER ASSURANCES

(a) The Chargor must promptly, at its own expense, take whatever action the Chargee or a Receiver may properly require for:

- (i) creating, perfecting or protecting any security over any Security Asset; or
- (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Chargee or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

(b) The action that may be required under paragraph 15.1.1 above includes:

- (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Chargee or to its nominees; or
- (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Chargee may consider necessary.

16 POWER OF ATTORNEY

Upon the occurrence of an Enforcement Event, the Chargor, by way of security, irrevocably and severally appoints the Chargee, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Chargee or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The

Chargor ratifies and confirms whatever any attorney lawfully does or purports to do under its appointment under this clause 16.

17 PRESERVATION OF SECURITY

17.1 Continuing Security

The Security created by this Deed is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

17.2 Additional security

- (a) This Deed is in addition to and is not in any way prejudiced by any other Security now or subsequently held by the Chargee.
- (b) No prior Security held by the Chargee (in its capacity as such or otherwise) over any Charged Property will merge into the Security created or expressed to be created in favour of the Chargee pursuant to this Deed.

17.3 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or the Chargee). This includes (without limitation):

- (a) any time or waiver granted to, or composition with, any person;
- (b) the release of any person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or Security over assets of, any person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;

- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any document or Security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any document or Security; or
- (g) any insolvency or similar proceedings.

17.4 Chargor intent

Without prejudice to the generality of clause 17.3 (Waiver of defences), the Chargor expressly confirms that it intends that the Security created or expressed to be created in favour of the Chargee pursuant to this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Sale Contract.

17.5 Immediate recourse

The Chargor waives any rights it may have of first requiring the Chargee (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of any document to the contrary.

18 CHANGES TO THE PARTIES

18.1 Assignment and transfers by the Chargee

- (a) The Chargee may assign any of its rights or transfer by novation any of its rights and obligations under this Deed with the consent of the Chargor (such consent not to be unreasonably withheld or delayed).
- (b) The Chargee shall be entitled to disclose such information concerning the Chargor and this Deed as the Chargee considers appropriate to any actual or proposed direct or indirect successor and to any person to whom information may be required to be disclosed by any applicable law or regulation.

18.2 Assignment and transfers by the Chargor

- (a) The Chargor may assign any of its rights or transfer by novation any of its rights and obligations under this Deed with the consent of the Chargee (such consent not to be unreasonably withheld or delayed).
- (b) The Chargor shall be entitled to disclose such information concerning the Chargee and this Deed as the Chargor considers appropriate to any actual or proposed direct or indirect successor and to any person to whom information may be required to be disclosed by any applicable law or regulation.

19 MISCELLANEOUS

19.1 No deductions and tax gross-up

- (a) All payments to be made by the Chargor under this Deed shall be made in freely available funds and in sterling and shall be calculated and be made without (and free and clear of any deduction for) set-off, counterclaim or deduction on account of Tax.
- (b) If a Tax deduction is required by law to be made by the Chargor, the amount of the payment due from the Chargor shall be increased to an amount which (after making any Tax deduction) leaves an amount equal to the payment which would have been due if no Tax deduction had been required.

19.2 Perpetuity period

The perpetuity period under the rule against perpetuities, if applicable to this Deed, shall be the period of 125 years from the date of this Deed.

19.3 No liability

- (a) None of the Chargee, its delegate(s) nominee(s) or any Receiver or its delegate(s) shall be liable for any loss by reason of:
 - (i) taking any action permitted by this Deed; or
 - (ii) any neglect or default in connection with the Mortgaged Property; or
 - (iii) taking possession of or realising all or any part of the Mortgaged Property, except in the case of gross negligence or wilful default upon its part.

- (b) The Chargee will not be required in any manner to perform or fulfil any obligation of the Chargor, make any payment, make any enquiry as to the nature or sufficiency of any payment received by it or present or file any claim or take any action to collect or enforce the payment of any amount.
- (c) The Chargee shall not be liable either to the Chargor or to any other person by reason of the appointment of a Receiver or delegate or for any other reason.
- (d) Neither the Chargee nor the Receiver or any of their respective delegates will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

20 RELEASE

- 20.1 The Chargee shall, at the request and cost of the Chargor, duly discharge from the security constituted by this Charge any part of the Property that is subject to an Permitted Disposal where such Permitted Disposal requires such discharge and shall within 5 Business Days of such request provide all such properly executed release documentation (including, for the avoidance of doubt, a Land Registry Form DS3 and/or letter of consent) as may reasonably be required by the Chargor to give effect to the provisions of this clause.
- 20.2 At the end of the Security Period, the Chargee must, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from any Security created by this Deed.

21 SET-OFF

The Chargee may set-off any matured obligation due from the Chargor under this Deed against any matured obligation owed by the Chargee to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Chargee may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

22 NOTICES

22.1 Communications in writing

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

22.2 Addresses

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

- (a) in the case of the Chargor: Park Point, 17 High Street, Longbridge, Birmingham B31 2UQ (marked for the attention of Andrew Watson); and
- (b) in the case of the Chargee: Park Point, 17 High Street, Longbridge, Birmingham B31 2UQ (marked for the attention of Nick Whittingham),

or any substitute address, department or officer as one Party may notify to the other Party by not less than five Business Days' notice.

22.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective when it has been left at the relevant address or five Business Days after being deposited in the post (postage prepaid) in an envelope addressed to the relevant person at that address, and, if a particular department or officer is specified as part of its address details provided under clause 22.2 (Addresses), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Chargee will be effective only when actually received by the Chargee and then only if it is expressly marked for the attention of the department or officer identified with the Chargee's details provided under clause 22.2 (Addresses) (or any substitute department or officer as the Chargee shall specify for this purpose).
- (c) Any communication or document which becomes effective in accordance with clauses 22.3(a) and 22.3(b) above, after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

22.4 English language

Any notice given under or in connection with this Deed must be in English.

23 PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired. If any part of the Security created or expressed to be created in favour of the Chargee pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of Security created or expressed to be created in favour of the Chargee pursuant to this Deed.

24 REMEDIES AND WAIVERS

No failure to exercise, nor delay in exercising, on the part of the Chargee, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Chargee shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise of that right or remedy or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

25 COUNTERPARTS

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

26 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

27 JURISDICTION

- 27.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").

27.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

THIS DEED has been signed on behalf of the Chargee and **EXECUTED AS A DEED** by the Chargor and is delivered by them on the date specified at the beginning of this Deed.

SCHEDULE 1

SPECIFIED ASSETS

REAL PROPERTY

Land at St. Leonards Avenue, Stafford ST17 4LX being all of the land comprised in a TP1 of even date made between the Chargee (1) and the Chargor (2) and which land is shown edged red on the Plan.

EXECUTED as a DEED by
ST. MODWEN HOMES LIMITED
acting by:

)
)
)

Attorney:



Signature of Attorney

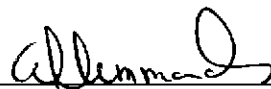
MELISSA KATE BARKER

Name (in BLOCK CAPITALS)

Acting under a Power of Attorney dated 6 May 2020

In the presence of:

Witness:



Signature of witness

CERYL SIMMONS

Name (in BLOCK CAPITALS)

Shoosmiths LLP
The Lakes
Northampton
NN4 7SH

Address

Legal PA

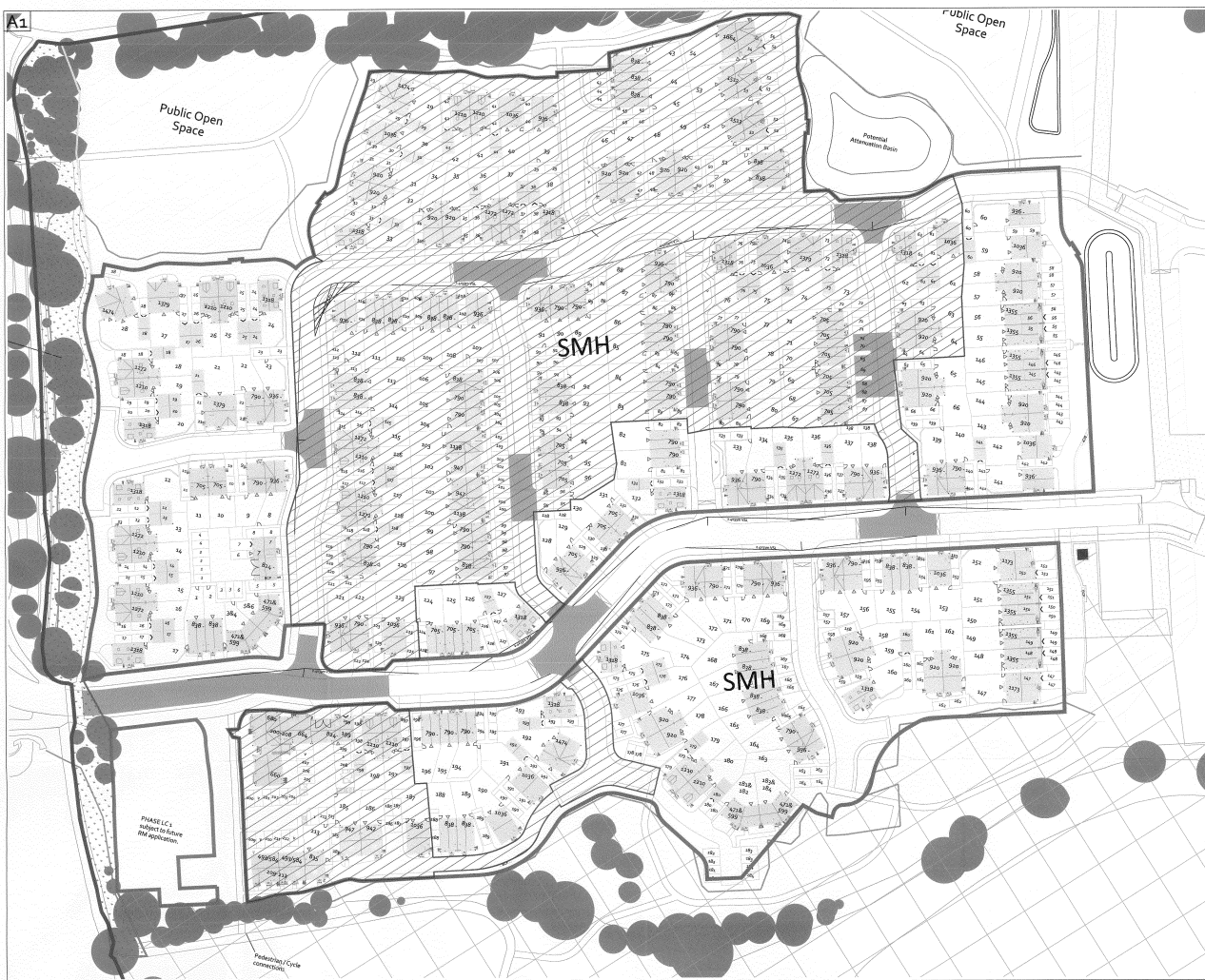
Occupation

EXECUTED as a DEED by
KEY PROPERTY INVESTMENTS
(NUMBER TWO) LIMITED
acting by:

Director:

Director / Company Secretary:

A1



Rev	Description	Date	Issue	Checked
1	Project: St. Leonard's Avenue, Staffordshire			
	Title: Estate Charge Plan			
Status	Drawn By: CB	Checked by:		
Job Ref: R3029	Scale @ A1: 1:500	Date Created: 04.03.2020		
Drawing Number: R3029-SMH-20-00-DR-L-001	Rev: A			