



Registration of a Charge

Company name: **HENLEY HOMES BH LIMITED**

Company number: **09172070**



X5M7YFI2

Received for Electronic Filing: **20/12/2016**

Details of Charge

Date of creation: **09/12/2016**

Charge code: **0917 2070 0002**

Persons entitled: **GENESIS HOUSING ASSOCIATION LIMITED**

Brief description: **ALL THAT LEASEHOLD PROPERTY AT BRENT HOUSE, 349 - 357 HIGH ROAD, WEMBLEY HA9 6BZ. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

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: **WINCKWORTH SHERWOOD LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9172070

Charge code: 0917 2070 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th December 2016 and created by HENLEY HOMES BH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th December 2016 .

Given at Companies House, Cardiff on 21st December 2016

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

DATED 9 December

2016

**HENLEY HOMES BH LIMITED
GENESIS HOUSING ASSOCIATION LIMITED**

**LEGAL CHARGE RELATING TO
LEASEHOLD PROPERTY AT
BRENT HOUSE, 349 – 357 HIGH ROAD, WEMBLEY**

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THIS DEED is made the 9th day of December 2016

PARTIES

- (1) **HENLEY HOMES BH LIMITED** (Company registration number 09172070) whose registered office is at 50 Havelock Terrace London SW8 4AL ("**the Chargor**") and
- (2) **GENESIS HOUSING ASSOCIATION LIMITED** (an exempt charity registered in England and Wales as a registered society under the Co-Operative Benefit Societies Act 2014 ("**the Chargee**").

BACKGROUND

- (A) The Chargee has agreed to pay the Premium to the Chargor on the terms of the SDA on a secured basis.
- (B) The Chargor owns the Property.
- (C) This deed provides security which the Chargor has agreed to give the Chargee for repayment of the Premium under the terms of the SDA and all other payments due under the SDA and charges, costs, liabilities and expenses arising under this Deed.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms used in the SDA shall have the same meanings in this deed and 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;

Assigned Agreement shall the meaning given to it in clause 5.3.2;

Charged Property all the assets, property and undertaking for the time being subject to any Security Interest created by this deed (and references to the Charged Property shall include references to

	any part of it);
Delegate	any person appointed by the Chargee or any Receiver under clause 16 and any person appointed as attorney of the Chargee, Receiver or Delegate;
Development	shall have the meaning given to it in the SDA;
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	means: (a) the service of a termination notice in accordance with clauses 11.2 or 11.3 of the SDA; or (b) the failure by the Chargor to comply with any of the obligations assumed by it under clauses 6 (perfection of security), 9 (general covenants), 10 (property covenants), 18 (costs and indemnity), 19 (further assurance), 20 (power of attorney) or 22 (assignment and transfer) of this Deed which if capable of remedy is not remedied within 5 Business Days of the Chargor becoming aware of such breach.
Genesis Purchasing Limited	whose registered office is at Atelier House, 64 Pratt Street, London NW1 0DL and is registered at Companies House with company number 057133741;

Insurance Policy	each contract or policy of insurance effected or maintained by the Chargor from time to time in respect of the Property;
LPA 1925	the Law of Property Act 1925;
Property	the leasehold property (whether registered or unregistered) owned by the Chargor described in Schedule 1;
Receiver	a receiver or a receiver and manager of any or all of the Charged Property;
SDA	a development agreement for leases relating to Brent House dated 24 June 2016 made between Henley Homes BH Limited and Genesis Housing Association Limited and Genesis Purchasing Limited and Henley Homes PLC;
Second Charge	the second charge of even date granted by the Chargor in favour of Genesis Purchasing Limited;
Secured Liabilities	the obligation of the Chargor to repay the whole of the Premium to the Chargee pursuant to clause 11 of the SDA, all of the sums paid by the Chargee to the Chargor and all present and future monies, obligations and liabilities of the Chargor to the Chargee, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with this deed and/or the SDA (including, without limitation, those arising under clause 28.3.2) together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities;
Security Interest	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 the date on which the Chargee is satisfied, that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding; and

VAT value added tax.

1.2 Interpretation

In this deed:

- 1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this deed;
- 1.2.2 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);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 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;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** includes fax but not email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 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;
- 1.2.11 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;
- 1.2.12 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;

- 1.2.13 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.16 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied;
- 1.2.17 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
- 1.2.18 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 the Chargee considers that an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor 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:

- 1.4.1 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;
- 1.4.2 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;
- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property and any monies paid or payable in respect of those covenants; and

1.4.4 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 any side letters between any parties in relation to the SDA are incorporated into this deed.

1.6 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.7 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

The Chargor shall, on demand, pay to the Chargee and discharge the Secured Liabilities when they become due.

3 REPAYMENT

3.1 Following an Event of Default, all outstanding amounts under this Deed shall be immediately payable upon receipt by the Chargor of a written demand from the Chargee requiring repayment.

3.2 On any payment of the Secured Liabilities or any part thereof, the Chargor shall also pay all accrued but unpaid interest and all other sums due to the Chargee comprised in the Secured Liabilities.

4 PAYMENTS

4.1 If any day on which an amount falls due for payment under this Deed is not a Business Day, the due date for payment shall be extended to the next following Business Day.

4.2 All payments by the Chargor to the Chargee shall be made in sterling and in immediately available funds to such account as the Chargee specifies to the Chargor.

4.3 All payments by the Chargor to the Chargee shall be made without set-off (save as permitted by clause 11.1 – Developer Default and clause 11.5– return of sums paid on termination of the SDA) or counterclaim and free and clear of and without deduction for any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or

conditions of any description save as required by law. If the Chargor is required at any time by any applicable law to make any such deduction from any payment, the sum due from the Chargor in respect of such payment shall be increased by such amount as will result, notwithstanding the making of such deduction, in receipt by the Chargee on the due date for payment of an amount equal to the amount that the Chargee would have received had no such deduction been required to be made.

- 4.4 The Chargor shall indemnify the Chargee on demand against any loss or expenses (as conclusively determined by the Chargee) which the Chargee may sustain or incur as a consequence of any breach by the Chargor of its obligations under this Deed.

5 GRANT OF SECURITY

5.1 Legal mortgage and fixed charges

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

5.1.1 by way of first legal mortgage, the Property; and

5.1.2 by way of first fixed charge:

- (a) 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 and the benefit of each Assigned Agreement to the extent not effectively assigned under clause 5.2.
- (b) the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents relating to the Development to which the Chargor 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 Charged Property or otherwise relating to the Charged 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);

5.2 Second Charge

The Chargee consents to the creation of the Second Charge in favour of Genesis Purchasing Limited which shall be postponed and shall rank after the first ranking fixed charge created by clause 5.1 above.

5.3 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns to the Chargee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- 5.3.1 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; and
- 5.3.2 all its rights in connection with each of the Architect's Appointment and the Building Contract ("the **Assigned Agreements**")

provided that nothing in this clause 5.2 shall constitute the Chargee as mortgagee in possession.

6 PERFECTION OF SECURITY

6.1 Registration of legal mortgage at the Land Registry

The Chargor consents to an application being made by the Chargee 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 [01 December 2016] in favour of Genesis Housing Association Limited referred to in the charges register or their conveyancer."

6.2 Further advances

The Chargee is under no obligation to make any further advances to the Chargor. **First registration**

If the title to the Property is not registered at the Land Registry, the Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Property, without the prior written consent of the Chargee.

6.3 Cautions against first registration and notices

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor's title to the 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.

7 LIABILITY OF THE CHARGOR

7.1 Liability not discharged

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

- 7.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 7.1.2 the Chargee 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
- 7.1.3 any other act or omission that, but for this clause 7.1, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

7.2 Immediate recourse

The Chargor waives any right it may have to require the Chargee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Chargor.

8 REPRESENTATIONS AND WARRANTIES

8.1 Times for making representations and warranties

The Chargor makes the representations and warranties set out in this clause 9 to the Chargee on the date of this deed and the representations and warranties contained in clauses 8.2-8.6 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.

8.2 Ownership of Charged Property

The Chargor is the sole legal and beneficial owner of the Charged Property and has good and marketable title to the Property.

8.3 No Security

The Charged Property is free from any Security other than the Security created by this deed and the Second Charge.

8.4 No adverse claims

The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it as at the date of this deed.

8.5 No prohibitions or breaches

There is no prohibition on the Chargor assigning its rights in any of the Charged Property referred to in clause 5.2 and the entry into of this deed by the Chargor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Chargor or its assets.

8.6 Enforceable security

Subject to registration at the Land Registry and Companies House this deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.

9 GENERAL COVENANTS

9.1 Negative pledge and disposal restrictions

The Chargor shall not at any time, except with the prior written consent of the Chargee:

- 9.1.1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interest created by this deed and the Second Charge;
- 9.1.2 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 except as permitted by the SDA and under the Second Legal Charge; or
- 9.1.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party except as permitted by the SDA and under the Second Legal Charge.

9.2 Preservation of Charged Property

The Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the Security Interest held by the Chargee or the effectiveness of the Security Interest created by this deed.

9.3 Notice of misrepresentations and breaches

The Chargor shall, promptly on becoming aware of any of the same, give the Chargee notice in writing of:

9.3.1 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

9.3.2 any breach of any covenant set out in this deed.

9.4 Title documents

The Chargor shall, on the execution of this deed, deposit with the Chargee and the Chargee shall, for the duration of this deed, be entitled to hold:

9.4.1 all deeds and documents of title relating to the Charged Property that are in the possession or control of the Chargor (and if these are not within the possession and/or control of the Chargor, the Chargor undertakes to obtain possession of all these deeds and documents of title); and

9.4.2 each Insurance Policy.

9.5 Notices to be given by the Chargor

9.5.1 The Chargor shall immediately on the execution of this deed give notice to the relevant insurers of the assignment of the Chargor's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) under clause 5.3.1 and shall use its reasonable endeavours to procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Chargee;

9.5.2 The Chargor shall promptly following the SDA being terminated pursuant to clause 11 of the SDA, give notice to each of the other parties to each Assigned Agreement of the assignment of the Chargor's rights and interest in and under each Assigned Agreement and each guarantee or security for the performance of an Assigned Agreement under clause 5.3.2 and shall use its reasonable endeavours to procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Chargee;

9.5.3 The Chargor shall obtain the Chargee's prior approval of the form of any notice or acknowledgement to be used under this clause 9.6 and shall use its reasonable endeavours to obtain acknowledgments of such notices from the addressees on whom the notices are served.

9.5.4 Prior to the SDA being terminated pursuant to clause 11.2 (Termination) of the SDA, the Chargee shall permit the Chargor to exercise its rights under any of Assigned Agreements to which it is party.

9.5.5 Following the SDA being terminated pursuant to clause 11.2 (Termination) of the SDA, the Chargor shall exercise its rights under any of the Assigned Agreements in accordance with the instructions of the Chargee.

9.6 Chargor's waiver of set-off

The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Chargor under this deed) except as permitted by clause 11.5 of the SDA.

10 PROPERTY COVENANTS

10.1 Leases and licences affecting the Property

The Chargor shall not, without the prior written consent of the Chargee:

10.1.1 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);

10.1.2 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);

10.1.3 let any person into occupation of or share occupation of the whole or any part of the Property; or

10.1.4 grant any consent or licence under any lease or licence affecting the Property

in all cases, save as permitted by the SDA.

10.2 No restrictive obligations

The Chargor shall not, without the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed), 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.

11 POWERS OF THE CHARGE

11.1 Power to remedy

- 11.1.1 The Chargee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this deed.
- 11.1.2 The Chargor irrevocably authorises the Chargee and its agents to do all things that are necessary or desirable for that purpose.
- 11.1.3 Any monies expended by the Chargee in remedying a breach by the Chargor of its obligations contained in this deed shall be reimbursed by the Chargor to the Chargee on a full indemnity basis and shall carry interest in accordance with clause 18.1.
- 11.1.4 In remedying any breach in accordance with this clause 11.1, the Chargee, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Chargee may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

11.2 Exercise of rights

The rights of the Chargee under clause 11.1 are without prejudice to any other rights of the Chargee under this deed. The exercise of any rights of the Chargee under this deed shall not make the Chargee liable to account as a mortgagee in possession.

11.3 Chargee has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the Security Interest constituted by this deed has become enforceable, be exercised by the Chargee 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.

11.4 New accounts

- 11.4.1 If the Chargee receives, or is deemed to have received, notice of any subsequent Security Interest or other interest, affecting all or part of the Charged Property, the Chargee may open a new account for the Chargor in the Chargee's books. Without prejudice to the Chargee's right to combine accounts, no money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 11.4.2 If the Chargee does not open a new account immediately on receipt of the notice, or deemed notice, referred to in clause 11.4.1, then, unless the Chargee gives express written notice to the contrary to the Chargor, all payments made by the Chargor to the Chargee shall be treated as having been credited to a new account of the Chargor and not as having been applied

in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Chargee.

11.5 Chargee's set-off rights

If the Chargee has more than one account for the Chargor in its books, the Chargee may at any time after:

11.5.1 the Security Interest constituted by this deed has become enforceable; or

11.5.2 the Chargee has received, or is deemed to have received, notice of any subsequent Security Interest or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit. After making any such transfer, the Chargee shall notify the Chargor of that transfer.

11.6 Indulgence

The Chargee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any person is jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other Security Interest for them without prejudice either to this deed or to the liability of the Chargor for the Secured Liabilities.

12 WHEN SECURITY BECOMES ENFORCEABLE

12.1 Security becomes enforceable on Event of Default

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

12.2 Discretion

After the security constituted by this deed has become enforceable, the Chargee 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.

13 ENFORCEMENT OF SECURITY

13.1 Enforcement powers

13.1.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Chargee and a purchaser from the Chargee, arise on and be exercisable at any time after the

execution of this deed, but the Chargee shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 12.1.

- 13.1.2 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

13.2 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 the Chargee 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 the Chargor, to:

- 13.2.1 grant a lease or agreement for lease;
- 13.2.2 accept surrenders of leases; or
- 13.2.3 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 the Chargor and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Chargee or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

13.3 Prior Security Interest

- 13.3.1 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security Interest having priority to this deed shall have become exercisable, the Chargee may:

- (a) redeem that or any other prior Security Interest;
- (b) procure the transfer of that Security Interest to itself; and
- (c) settle any account of the holder of any prior Security Interest.

- 13.3.2 The settlement of any such account shall be, in the absence of any manifest error, conclusive and binding on the Chargor. All monies paid by the Chargee to an encumbrancer in settlement of such an account shall be, as from its payment by the Chargee, due from the Chargor to the Chargee on current account and shall bear interest at the default rate of interest specified in the SDA and be secured as part of the Secured Liabilities.

13.4 Protection of third parties

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

- 13.4.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 13.4.2 whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- 13.4.3 how any money paid to the Chargee, any Receiver or any Delegate is to be applied.

13.5 Privileges

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

13.6 No liability as mortgagee in possession

Neither the Chargee, any Receiver nor any Delegate shall be liable 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 neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

13.7 Relinquishing possession

If the Chargee, any Receiver or Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

13.8 Conclusive discharge to purchasers

The receipt of the Chargee 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, the Chargee, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

14 RECEIVERS

14.1 Appointment

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

14.2 Removal

The Chargee 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.

14.3 Remuneration

The Chargee 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.

14.4 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 the Chargee 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.

14.5 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 the Chargee despite any prior appointment in respect of all or any part of the Charged Property.

14.6 Agent of the Chargor

Any Receiver appointed by the Chargee under this deed shall be the agent of the Chargor and the Chargor 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 the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargee.

15 POWERS OF RECEIVER

15.1 Powers additional to statutory powers

15.1.1 Any Receiver appointed by the Chargee under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 15.2 to clause 15.20.

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

15.1.3 Any exercise by a Receiver of any of the powers given by clause 15 may be on behalf of the Chargor, the directors of the Chargor or himself.

15.2 Repair and develop the Property

A Receiver may undertake or complete any works of repair, alteration or building 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.

15.3 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 thinks fit.

15.4 Employ personnel and advisers

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 thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargor.

15.5 Make and revoke VAT options to tax

A Receiver may exercise or revoke any VAT option to tax that he thinks fit.

15.6 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) that the Chargee may prescribe or agree with him.

15.7 Realise Charged Property

A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Charged Property with like rights.

15.8 Manage or reconstruct the Chargor'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 the Chargor carried out at the Property.

15.9 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, 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, assigning or leasing) all or any of the Charged Property in respect of which he 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 that he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

15.10 Sever fixtures and fittings

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

15.11 Give valid receipts

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

15.12 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Chargor and any other person that he may think expedient.

15.13 Bring proceedings

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

15.14 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 18.2, 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 the Chargor under this deed.

15.15 Powers under LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

15.16 Borrow

A Receiver may, for any of the purposes authorised by this clause 15, raise money by borrowing from the Chargee (or from any other person) either unsecured or on the Security Interest of all or any of the Charged Property in respect of which he is appointed on any terms that he thinks fit (including, if the Chargee consents, terms under which that Security Interest ranks in priority to this deed).

15.17 Redeem prior Security Interest

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

15.18 Delegation

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

15.19 Absolute beneficial owner

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

15.20 Incidental powers

A Receiver may do any other acts and things:

15.20.1 that he may consider desirable or necessary for realising any of the Charged Property;

15.20.2 that he 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

15.20.3 that he lawfully may or can do as agent for the Chargor.

16 DELEGATION

16.1 Delegation

The Chargee 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 by this deed (including the power of attorney granted under clause 20.1).

16.2 Terms

The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

16.3 Liability

Neither the Chargee nor any Receiver shall 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.

17 APPLICATION OF PROCEEDS

17.1 Order of application of proceeds

All monies received by the Chargee, a Receiver or a Delegate under this deed after the security constituted by this deed has become enforceable (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:

- 17.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Chargee (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;
- 17.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Chargee determines; and
- 17.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.

17.2 Appropriation

Neither the Chargee, 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.

17.3 Suspense account

All monies received by the Chargee, a Receiver or a Delegate under this deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

- 17.3.1 may, at the discretion of the Chargee, Receiver or Delegate, be credited to any suspense or securities realised account;
- 17.3.2 shall bear interest, if any, at the rate agreed in writing between the Chargee and the Chargor; and
- 17.3.3 may be held in that account for so long as the Chargee, Receiver or Delegate thinks fit.

18 COSTS AND INDEMNITY

18.1 Costs

The Chargor shall, promptly on demand, pay to, or reimburse, the Chargee 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 the Chargee, any Receiver or any Delegate in connection with:

- 18.1.1 this deed or the Charged Property;
- 18.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's, a Receiver's or a Delegate's rights under this deed; or
- 18.1.3 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 or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the rate and in the manner specified in the SDA.

18.2 Indemnity

- 18.2.1 The Chargor shall indemnify the Chargee, 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:
 - (a) 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;
 - (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
 - (c) any default or delay by the Chargor in performing any of its obligations under this deed.
- 18.2.2 Any past or present employee or agent may enforce the terms of this clause 18.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

19 FURTHER ASSURANCE

The Chargor shall, at its own expense, take whatever action the Chargee or any Receiver may reasonably require for:

- 19.1.1 creating, perfecting or protecting the security intended to be created by this deed;
 - 19.1.2 facilitating the realisation of any of the Charged Property; or
 - 19.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Chargee or any Receiver in respect of any of the Charged Property,
- 19.2 including, without limitation (if the Chargee or Receiver thinks it expedient) the execution of any 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 the Chargee or to its nominee) and the giving of any notice, order or direction and the making of any registration.

20 POWER OF ATTORNEY

20.1 Appointment of attorneys

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

- 20.1.1 the Chargor is required to execute and do under this deed; or
- 20.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Chargee, any Receiver or any Delegate.

20.2 Ratification of acts of attorneys

The Chargor 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 20.1.

21 RELEASE

Subject to clause 28.3, on the expiry of the Security Period or as required by the SDA (but not otherwise), the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to:

- 21.1.1 release the Charged Property from the security constituted by this deed; and
- 21.1.2 reassign the Charged Property to the Chargor.

22 ASSIGNMENT AND TRANSFER

22.1 Assignment by Chargee

22.1.1 At any time, without the consent of the Chargor, the Chargee may assign or transfer any or all of its rights and obligations under this deed to whom it may assign or transfer any or all of its rights and obligations under the SDA.

22.1.2 The Chargee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor, the Charged Property and this deed that the Chargee considers appropriate.

22.2 Assignment by Chargor

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

23 SET-OFF

23.1 Chargee's right of set-off

The Chargee may at any time set off any liability of the Chargor to the Chargee against any liability of the Chargee to the Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Chargee may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Chargee of its rights under this clause 23.1 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

23.2 No obligation to set off

The Chargee is not obliged to exercise its rights under clause 23.1. If, however, it does exercise those rights it must promptly notify the Chargor of the set-off that has been made.

24 AMENDMENTS, WAIVERS AND CONSENTS

24.1 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).

24.2 Waivers and consents

24.2.1 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.

24.2.2 A failure to exercise or a delay in exercising 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 the Chargee shall be effective unless it is in writing.

24.3 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.

25 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.

26 COUNTERPARTS

26.1.1 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.

26.1.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

27 THIRD PARTY RIGHTS

27.1.1 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.

27.1.2 The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

28 FURTHER PROVISIONS

28.1 Independent security

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

28.2 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 the Chargee discharges this deed in writing.

28.3 Discharge conditional

Any release, discharge or settlement between the Chargor and the Chargee shall be deemed conditional on no payment or security received by the Chargee 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:

28.3.1 the Chargee 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 the Chargee deems necessary to provide the Chargee with security against any such avoidance, reduction or order for refund; and

28.3.2 the Chargee may recover the value or amount of such security or payment from the Chargor subsequently as if the release, discharge or settlement had not occurred.

28.4 Certificates

A certificate or determination by the Chargee as to any amount for the time being due to it from the Chargor under this deed shall be, in the absence of any manifest error, prima facie evidence of the amount due.

28.5 Consolidation

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

29 NOTICES

29.1 Delivery

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

- 29.1.1 in writing;
- 29.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service; and
- 29.1.3 sent to:
- (a) the Chargor at:
50 Havelock Terrace London SW8 4AL
Attention: Adil Rashid
 - (b) the Chargee at:
Atelier House, 64 Pratt Street, London NW1 0DL
Attention: the Company Secretary
- or to any other address as is notified in writing by one party to the other from time to time.

29.2 Receipt by Chargor

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

- 29.2.1 if delivered by hand, at the time it is left at the relevant address; and
- 29.2.2 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 29.2.1 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.

29.3 Receipt by Chargee

Any notice or other communication given to the Chargee shall be deemed to have been received only on actual receipt.

29.4 Service of proceedings

This clause 29 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.

29.5 No notice by email

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

30 GOVERNING LAW AND JURISDICTION

30.1 Governing law

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

30.2 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 arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Chargee to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

30.3 Other service

The Chargor irrevocably consents to any process in any legal action or proceedings under clause 30.2 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.

SCHEDULE 1

Property

All that leasehold property at Brent House, 349 – 357 High Road, Wembley HA9 6BZ comprised in the lease dated 4 December 2016 made between London Borough of Brent (1) and the Chargor (2).

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SIGNED as a DEED by
HENLEY HOMES BH LIMITED

acting by [],
a director, in the presence of:

)
)
)
)

Witness's signature:

Witness's name:

Occupation:

Address:

.....

.....

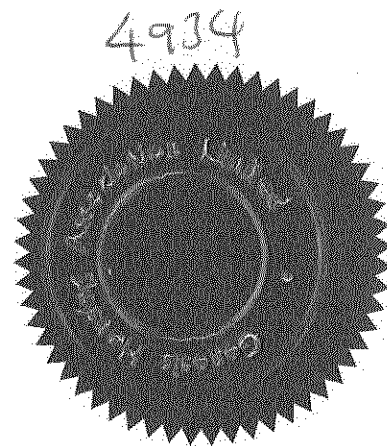
Executed as a deed by affixing the
Common Seal of
Genesis Housing Association Limited



in the presence of

Authorised Signatory

Authorised Signatory





DATED

9 December

2016

HENLEY HOMES BH LIMITED
GENESIS HOUSING ASSOCIATION LIMITED

LEGAL CHARGE RELATING TO
LEASEHOLD PROPERTY AT
BRENT HOUSE, 349 – 357 HIGH ROAD, WEMBLEY

Minerva House
5 Montague Close
London
SE1 9BB
DX: 156810 London Bridge 6

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Parliamentary Agents

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THIS DEED is made the 9th day of December 2016

PARTIES

- (1) **HENLEY HOMES BH LIMITED** (Company registration number 09172070) whose registered office is at 50 Havelock Terrace London SW8 4AL ("**the Chargor**") and
- (2) **GENESIS HOUSING ASSOCIATION LIMITED** (an exempt charity registered in England and Wales as a registered society under the Co-Operative Benefit Societies Act 2014 ("**the Chargee**").

BACKGROUND

- (A) The Chargee has agreed to pay the Premium to the Chargor on the terms of the SDA on a secured basis.
- (B) The Chargor owns the Property.
- (C) This deed provides security which the Chargor has agreed to give the Chargee for repayment of the Premium under the terms of the SDA and all other payments due under the SDA and charges, costs, liabilities and expenses arising under this Deed.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Capitalised terms used in the SDA shall have the same meanings in this deed and 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;

Assigned Agreement shall the meaning given to it in clause 5.3.2;

Charged Property all the assets, property and undertaking for the time being subject to any Security Interest created by this deed (and references to the Charged Property shall include references to

	any part of it);
Delegate	any person appointed by the Chargee or any Receiver under clause 16 and any person appointed as attorney of the Chargee, Receiver or Delegate;
Development	shall have the meaning given to it in the SDA;
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	means: (a) the service of a termination notice in accordance with clauses 11.2 or 11.3 of the SDA; or (b) the failure by the Chargor to comply with any of the obligations assumed by it under clauses 6 (perfection of security), 9 (general covenants), 10 (property covenants), 18 (costs and indemnity), 19 (further assurance), 20 (power of attorney) or 22 (assignment and transfer) of this Deed which if capable of remedy is not remedied within 5 Business Days of the Chargor becoming aware of such breach.
Genesis Purchasing Limited	whose registered office is at Atelier House, 64 Pratt Street, London NW1 0DL and is registered at Companies House with company number 057133741;

Insurance Policy	each contract or policy of insurance effected or maintained by the Chargor from time to time in respect of the Property;
LPA 1925	the Law of Property Act 1925;
Property	the leasehold property (whether registered or unregistered) owned by the Chargor described in Schedule 1;
Receiver	a receiver or a receiver and manager of any or all of the Charged Property;
SDA	a development agreement for leases relating to Brent House dated 24 June 2016 made between Henley Homes BH Limited and Genesis Housing Association Limited and Genesis Purchasing Limited and Henley Homes PLC;
Second Charge	the second charge of even date granted by the Chargor in favour of Genesis Purchasing Limited;
Secured Liabilities	the obligation of the Chargor to repay the whole of the Premium to the Chargee pursuant to clause 11 of the SDA, all of the sums paid by the Chargee to the Chargor and all present and future monies, obligations and liabilities of the Chargor to the Chargee, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with this deed and/or the SDA (including, without limitation, those arising under clause 28.3.2) together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities;
Security Interest	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 the date on which the Chargee is satisfied, that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding; and

VAT value added tax.

1.2 Interpretation

In this deed:

- 1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this deed;
- 1.2.2 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);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 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;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** includes fax but not email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 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;
- 1.2.11 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;
- 1.2.12 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;

- 1.2.13 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.16 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied;
- 1.2.17 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
- 1.2.18 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 the Chargee considers that an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor 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:

- 1.4.1 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;
- 1.4.2 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;
- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property and any monies paid or payable in respect of those covenants; and

1.4.4 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 any side letters between any parties in relation to the SDA are incorporated into this deed.

1.6 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.7 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

The Chargor shall, on demand, pay to the Chargee and discharge the Secured Liabilities when they become due.

3 REPAYMENT

3.1 Following an Event of Default, all outstanding amounts under this Deed shall be immediately payable upon receipt by the Chargor of a written demand from the Chargee requiring repayment.

3.2 On any payment of the Secured Liabilities or any part thereof, the Chargor shall also pay all accrued but unpaid interest and all other sums due to the Chargee comprised in the Secured Liabilities.

4 PAYMENTS

4.1 If any day on which an amount falls due for payment under this Deed is not a Business Day, the due date for payment shall be extended to the next following Business Day.

4.2 All payments by the Chargor to the Chargee shall be made in sterling and in immediately available funds to such account as the Chargee specifies to the Chargor.

4.3 All payments by the Chargor to the Chargee shall be made without set-off (save as permitted by clause 11.1 – Developer Default and clause 11.5– return of sums paid on termination of the SDA) or counterclaim and free and clear of and without deduction for any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or

conditions of any description save as required by law. If the Chargor is required at any time by any applicable law to make any such deduction from any payment, the sum due from the Chargor in respect of such payment shall be increased by such amount as will result, notwithstanding the making of such deduction, in receipt by the Chargee on the due date for payment of an amount equal to the amount that the Chargee would have received had no such deduction been required to be made.

- 4.4 The Chargor shall indemnify the Chargee on demand against any loss or expenses (as conclusively determined by the Chargee) which the Chargee may sustain or incur as a consequence of any breach by the Chargor of its obligations under this Deed.

5 GRANT OF SECURITY

5.1 Legal mortgage and fixed charges

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

5.1.1 by way of first legal mortgage, the Property; and

5.1.2 by way of first fixed charge:

- (a) 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 and the benefit of each Assigned Agreement to the extent not effectively assigned under clause 5.2.
- (b) the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents relating to the Development to which the Chargor 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 Charged Property or otherwise relating to the Charged 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);

5.2 Second Charge

The Chargee consents to the creation of the Second Charge in favour of Genesis Purchasing Limited which shall be postponed and shall rank after the first ranking fixed charge created by clause 5.1 above.

5.3 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee assigns to the Chargee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

5.3.1 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; and

5.3.2 all its rights in connection with each of the Architect's Appointment and the Building Contract ("the **Assigned Agreements**")

provided that nothing in this clause 5.2 shall constitute the Chargee as mortgagee in possession.

6 PERFECTION OF SECURITY

6.1 Registration of legal mortgage at the Land Registry

The Chargor consents to an application being made by the Chargee 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 **19 December 2016** in favour of Genesis Housing Association Limited referred to in the charges register or their conveyancer."

6.2 Further advances

The Chargee is under no obligation to make any further advances to the Chargor. **First registration**

If the title to the Property is not registered at the Land Registry, the Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of the Property, without the prior written consent of the Chargee.

6.3 Cautions against first registration and notices

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor's title to the 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.

7 LIABILITY OF THE CHARGOR

7.1 Liability not discharged

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

- 7.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 7.1.2 the Chargee 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
- 7.1.3 any other act or omission that, but for this clause 7.1, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

7.2 Immediate recourse

The Chargor waives any right it may have to require the Chargee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Chargor.

8 REPRESENTATIONS AND WARRANTIES

8.1 Times for making representations and warranties

The Chargor makes the representations and warranties set out in this clause 9 to the Chargee on the date of this deed and the representations and warranties contained in clauses 8.2-8.6 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.

8.2 Ownership of Charged Property

The Chargor is the sole legal and beneficial owner of the Charged Property and has good and marketable title to the Property.

8.3 No Security

The Charged Property is free from any Security other than the Security created by this deed and the Second Charge.

8.4 No adverse claims

The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it as at the date of this deed.

8.5 No prohibitions or breaches

There is no prohibition on the Chargor assigning its rights in any of the Charged Property referred to in clause 5.2 and the entry into of this deed by the Chargor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Chargor or its assets.

8.6 Enforceable security

Subject to registration at the Land Registry and Companies House this deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.

9 GENERAL COVENANTS

9.1 Negative pledge and disposal restrictions

The Chargor shall not at any time, except with the prior written consent of the Chargee:

- 9.1.1 create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interest created by this deed and the Second Charge;
- 9.1.2 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 except as permitted by the SDA and under the Second Legal Charge; or
- 9.1.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party except as permitted by the SDA and under the Second Legal Charge.

9.2 Preservation of Charged Property

The Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the Security Interest held by the Chargee or the effectiveness of the Security Interest created by this deed.

9.3 Notice of misrepresentations and breaches

The Chargor shall, promptly on becoming aware of any of the same, give the Chargee notice in writing of:

- 9.3.1 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
- 9.3.2 any breach of any covenant set out in this deed.

9.4 Title documents

The Chargor shall, on the execution of this deed, deposit with the Chargee and the Chargee shall, for the duration of this deed, be entitled to hold:

- 9.4.1 all deeds and documents of title relating to the Charged Property that are in the possession or control of the Chargor (and if these are not within the possession and/or control of the Chargor, the Chargor undertakes to obtain possession of all these deeds and documents of title); and
- 9.4.2 each Insurance Policy.

9.5 Notices to be given by the Chargor

- 9.5.1 The Chargor shall immediately on the execution of this deed give notice to the relevant insurers of the assignment of the Chargor's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) under clause 5.3.1 and shall use its reasonable endeavours to procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Chargee;
- 9.5.2 The Chargor shall promptly following the SDA being terminated pursuant to clause 11 of the SDA, give notice to each of the other parties to each Assigned Agreement of the assignment of the Chargor's rights and interest in and under each Assigned Agreement and each guarantee or security for the performance of an Assigned Agreement under clause 5.3.2 and shall use its reasonable endeavours to procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Chargee;
- 9.5.3 The Chargor shall obtain the Chargee's prior approval of the form of any notice or acknowledgement to be used under this clause 9.6 and shall use its reasonable endeavours to obtain acknowledgments of such notices from the addressees on whom the notices are served.
- 9.5.4 Prior to the SDA being terminated pursuant to clause 11.2 (Termination) of the SDA, the Chargee shall permit the Chargor to exercise its rights under any of Assigned Agreements to which it is party.

- 9.5.5 Following the SDA being terminated pursuant to clause 11.2 (Termination) of the SDA, the Chargor shall exercise its rights under any of the Assigned Agreements in accordance with the instructions of the Chargee.

9.6 Chargor's waiver of set-off

The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Chargor under this deed) except as permitted by clause 11.5 of the SDA.

10 PROPERTY COVENANTS

10.1 Leases and licences affecting the Property

The Chargor shall not, without the prior written consent of the Chargee:

- 10.1.1 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);

- 10.1.2 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);

- 10.1.3 let any person into occupation of or share occupation of the whole or any part of the Property; or

- 10.1.4 grant any consent or licence under any lease or licence affecting the Property

in all cases, save as permitted by the SDA.

10.2 No restrictive obligations

The Chargor shall not, without the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed), 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.

11 POWERS OF THE CHARGE

11.1 Power to remedy

- 11.1.1 The Chargee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this deed.
- 11.1.2 The Chargor irrevocably authorises the Chargee and its agents to do all things that are necessary or desirable for that purpose.
- 11.1.3 Any monies expended by the Chargee in remedying a breach by the Chargor of its obligations contained in this deed shall be reimbursed by the Chargor to the Chargee on a full indemnity basis and shall carry interest in accordance with clause 18.1.
- 11.1.4 In remedying any breach in accordance with this clause 11.1, the Chargee, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Chargee may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

11.2 Exercise of rights

The rights of the Chargee under clause 11.1 are without prejudice to any other rights of the Chargee under this deed. The exercise of any rights of the Chargee under this deed shall not make the Chargee liable to account as a mortgagee in possession.

11.3 Chargee has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the Security Interest constituted by this deed has become enforceable, be exercised by the Chargee 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.

11.4 New accounts

- 11.4.1 If the Chargee receives, or is deemed to have received, notice of any subsequent Security Interest or other interest, affecting all or part of the Charged Property, the Chargee may open a new account for the Chargor in the Chargee's books. Without prejudice to the Chargee's right to combine accounts, no money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 11.4.2 If the Chargee does not open a new account immediately on receipt of the notice, or deemed notice, referred to in clause 11.4.1, then, unless the Chargee gives express written notice to the contrary to the Chargor, all payments made by the Chargor to the Chargee shall be treated as having been credited to a new account of the Chargor and not as having been applied

in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Chargee.

11.5 Chargee's set-off rights

If the Chargee has more than one account for the Chargor in its books, the Chargee may at any time after:

11.5.1 the Security Interest constituted by this deed has become enforceable; or

11.5.2 the Chargee has received, or is deemed to have received, notice of any subsequent Security Interest or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account that may be in debit. After making any such transfer, the Chargee shall notify the Chargor of that transfer.

11.6 Indulgence

The Chargee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any person is jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other Security Interest for them without prejudice either to this deed or to the liability of the Chargor for the Secured Liabilities.

12 WHEN SECURITY BECOMES ENFORCEABLE

12.1 Security becomes enforceable on Event of Default

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

12.2 Discretion

After the security constituted by this deed has become enforceable, the Chargee 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.

13 ENFORCEMENT OF SECURITY

13.1 Enforcement powers

13.1.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Chargee and a purchaser from the Chargee, arise on and be exercisable at any time after the

execution of this deed, but the Chargee shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 12.1.

- 13.1.2 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

13.2 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 the Chargee 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 the Chargor, to:

- 13.2.1 grant a lease or agreement for lease;
- 13.2.2 accept surrenders of leases; or
- 13.2.3 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 the Chargor and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Chargee or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

13.3 Prior Security Interest

- 13.3.1 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security Interest having priority to this deed shall have become exercisable, the Chargee may:

- (a) redeem that or any other prior Security Interest;
- (b) procure the transfer of that Security Interest to itself; and
- (c) settle any account of the holder of any prior Security Interest.

- 13.3.2 The settlement of any such account shall be, in the absence of any manifest error, conclusive and binding on the Chargor. All monies paid by the Chargee to an encumbrancer in settlement of such an account shall be, as from its payment by the Chargee, due from the Chargor to the Chargee on current account and shall bear interest at the default rate of interest specified in the SDA and be secured as part of the Secured Liabilities.

13.4 Protection of third parties

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

- 13.4.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 13.4.2 whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- 13.4.3 how any money paid to the Chargee, any Receiver or any Delegate is to be applied.

13.5 Privileges

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

13.6 No liability as mortgagee in possession

Neither the Chargee, any Receiver nor any Delegate shall be liable 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 neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

13.7 Relinquishing possession

If the Chargee, any Receiver or Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

13.8 Conclusive discharge to purchasers

The receipt of the Chargee 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, the Chargee, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

14 RECEIVERS

14.1 Appointment

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

14.2 Removal

The Chargee 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.

14.3 Remuneration

The Chargee 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.

14.4 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 the Chargee 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.

14.5 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 the Chargee despite any prior appointment in respect of all or any part of the Charged Property.

14.6 Agent of the Chargor

Any Receiver appointed by the Chargee under this deed shall be the agent of the Chargor and the Chargor 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 the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargee.

15 POWERS OF RECEIVER

15.1 Powers additional to statutory powers

15.1.1 Any Receiver appointed by the Chargee under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 15.2 to clause 15.20.

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

15.1.3 Any exercise by a Receiver of any of the powers given by clause 15 may be on behalf of the Chargor, the directors of the Chargor or himself.

15.2 Repair and develop the Property

A Receiver may undertake or complete any works of repair, alteration or building 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.

15.3 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 thinks fit.

15.4 Employ personnel and advisers

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 thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargor.

15.5 Make and revoke VAT options to tax

A Receiver may exercise or revoke any VAT option to tax that he thinks fit.

15.6 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) that the Chargee may prescribe or agree with him.

15.7 Realise Charged Property

A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Charged Property with like rights.

15.8 Manage or reconstruct the Chargor'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 the Chargor carried out at the Property.

15.9 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, 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, assigning or leasing) all or any of the Charged Property in respect of which he 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 that he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

15.10 Sever fixtures and fittings

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

15.11 Give valid receipts

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

15.12 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Chargor and any other person that he may think expedient.

15.13 Bring proceedings

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

15.14 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 18.2, 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 the Chargor under this deed.

15.15 Powers under LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

15.16 Borrow

A Receiver may, for any of the purposes authorised by this clause 15, raise money by borrowing from the Chargee (or from any other person) either unsecured or on the Security Interest of all or any of the Charged Property in respect of which he is appointed on any terms that he thinks fit (including, if the Chargee consents, terms under which that Security Interest ranks in priority to this deed).

15.17 Redeem prior Security Interest

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

15.18 Delegation

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

15.19 Absolute beneficial owner

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

15.20 Incidental powers

A Receiver may do any other acts and things:

15.20.1 that he may consider desirable or necessary for realising any of the Charged Property;

15.20.2 that he 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

15.20.3 that he lawfully may or can do as agent for the Chargor.

16 DELEGATION

16.1 Delegation

The Chargee 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 by this deed (including the power of attorney granted under clause 20.1).

16.2 Terms

The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

16.3 Liability

Neither the Chargee nor any Receiver shall 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.

17 APPLICATION OF PROCEEDS

17.1 Order of application of proceeds

All monies received by the Chargee, a Receiver or a Delegate under this deed after the security constituted by this deed has become enforceable (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:

17.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Chargee (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;

17.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Chargee determines; and

17.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.

17.2 Appropriation

Neither the Chargee, 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.

17.3 Suspense account

All monies received by the Chargee, a Receiver or a Delegate under this deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

17.3.1 may, at the discretion of the Chargee, Receiver or Delegate, be credited to any suspense or securities realised account;

17.3.2 shall bear interest, if any, at the rate agreed in writing between the Chargee and the Chargor; and

17.3.3 may be held in that account for so long as the Chargee, Receiver or Delegate thinks fit.

18 COSTS AND INDEMNITY

18.1 Costs

The Chargor shall, promptly on demand, pay to, or reimburse, the Chargee 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 the Chargee, any Receiver or any Delegate in connection with:

- 18.1.1 this deed or the Charged Property;
- 18.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's, a Receiver's or a Delegate's rights under this deed; or
- 18.1.3 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 or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the rate and in the manner specified in the SDA.

18.2 Indemnity

18.2.1 The Chargor shall indemnify the Chargee, 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:

- (a) 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;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
- (c) any default or delay by the Chargor in performing any of its obligations under this deed.

18.2.2 Any past or present employee or agent may enforce the terms of this clause 18.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

19 FURTHER ASSURANCE

The Chargor shall, at its own expense, take whatever action the Chargee or any Receiver may reasonably require for:

- 19.1.1 creating, perfecting or protecting the security intended to be created by this deed;
 - 19.1.2 facilitating the realisation of any of the Charged Property; or
 - 19.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Chargee or any Receiver in respect of any of the Charged Property,
- 19.2 including, without limitation (if the Chargee or Receiver thinks it expedient) the execution of any 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 the Chargee or to its nominee) and the giving of any notice, order or direction and the making of any registration.

20 POWER OF ATTORNEY

20.1 Appointment of attorneys

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

- 20.1.1 the Chargor is required to execute and do under this deed; or
- 20.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Chargee, any Receiver or any Delegate.

20.2 Ratification of acts of attorneys

The Chargor 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 20.1.

21 RELEASE

Subject to clause 28.3, on the expiry of the Security Period or as required by the SDA (but not otherwise), the Chargee shall, at the request and cost of the Chargor, take whatever action is necessary to:

- 21.1.1 release the Charged Property from the security constituted by this deed; and
- 21.1.2 reassign the Charged Property to the Chargor.

22 ASSIGNMENT AND TRANSFER

22.1 Assignment by Chargee

22.1.1 At any time, without the consent of the Chargor, the Chargee may assign or transfer any or all of its rights and obligations under this deed to whom it may assign or transfer any or all of its rights and obligations under the SDA.

22.1.2 The Chargee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor, the Charged Property and this deed that the Chargee considers appropriate.

22.2 Assignment by Chargor

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

23 SET-OFF

23.1 Chargee's right of set-off

The Chargee may at any time set off any liability of the Chargor to the Chargee against any liability of the Chargee to the Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Chargee may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Chargee of its rights under this clause 23.1 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

23.2 No obligation to set off

The Chargee is not obliged to exercise its rights under clause 23.1. If, however, it does exercise those rights it must promptly notify the Chargor of the set-off that has been made.

24 AMENDMENTS, WAIVERS AND CONSENTS

24.1 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).

24.2 Waivers and consents

24.2.1 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.

24.2.2 A failure to exercise or a delay in exercising 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 the Chargee shall be effective unless it is in writing.

24.3 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.

25 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.

26 COUNTERPARTS

26.1.1 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.

26.1.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

27 THIRD PARTY RIGHTS

27.1.1 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.

27.1.2 The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

28 FURTHER PROVISIONS

28.1 Independent security

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

28.2 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 the Chargee discharges this deed in writing.

28.3 Discharge conditional

Any release, discharge or settlement between the Chargor and the Chargee shall be deemed conditional on no payment or security received by the Chargee 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:

28.3.1 the Chargee 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 the Chargee deems necessary to provide the Chargee with security against any such avoidance, reduction or order for refund; and

28.3.2 the Chargee may recover the value or amount of such security or payment from the Chargor subsequently as if the release, discharge or settlement had not occurred.

28.4 Certificates

A certificate or determination by the Chargee as to any amount for the time being due to it from the Chargor under this deed shall be, in the absence of any manifest error, prima facie evidence of the amount due.

28.5 Consolidation

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

29 NOTICES

29.1 Delivery

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

- 29.1.1 in writing;
- 29.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service; and
- 29.1.3 sent to:
 - (a) the Chargor at:
50 Havelock Terrace London SW8 4AL
Attention: Adil Rashid
 - (b) the Chargee at:
Atelier House, 64 Pratt Street, London NW1 0DL
Attention: the Company Secretaryor to any other address as is notified in writing by one party to the other from time to time.

29.2 Receipt by Chargor

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

- 29.2.1 if delivered by hand, at the time it is left at the relevant address; and
- 29.2.2 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 29.2.1 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.

29.3 Receipt by Chargee

Any notice or other communication given to the Chargee shall be deemed to have been received only on actual receipt.

29.4 Service of proceedings

This clause 29 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.

29.5 No notice by email

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

30 GOVERNING LAW AND JURISDICTION

30.1 Governing law

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

30.2 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 arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Chargee to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

30.3 Other service

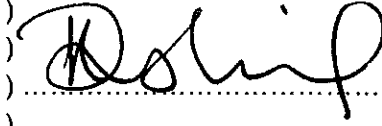
The Chargor irrevocably consents to any process in any legal action or proceedings under clause 30.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

SCHEDULE 1

Property

All that leasehold property at Brent House, 349 – 357 High Road, Wembley HA9 6BZ comprised in the lease dated **9 December 2016** made between London Borough of Brent (1) and the Chargor (2).

SIGNED as a DEED by
HENLEY HOMES BH LIMITED
acting by [KASHIF USMANI],
a director, in the presence of:

) 
)
)

Witness's signature: 

Witness's name: ADIL RASHID

Occupation: LAND DIRECTOR

Address: 50 HAVELOCK TERRACE

LONDON SW8 4AZ

Executed as a deed by affixing the
Common Seal of
Genesis Housing Association Limited

in the presence of

Authorised Signatory

Authorised Signatory