

MR01

Particulars of a charge

✓ 0459 22/2?

Oyez



Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the back of this form

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

✗ **What this form is NOT for**
You may not use this form to
register a charge where the charge is
instrument. Use form MR01.



A19 17/03/2018 #171
COMPANIES HOUSE
A71WZGIF
A06 08/03/2018 #327
COMPANIES HOUSE
A719YQ7Q

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

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

1 Company details

Company number 0 9 6 5 1 1 2 3 ✓

Company name in full South Shields Football Club 1888 Limited ✓

For official use
1
► **Filing in this form**
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 02 08 20 20 20 20 20 20 ✓

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name Budenny LLP ✓

Name Iron Works Developments Limited ✓

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

✓
✓
13/14 Shaftesbury Avenue, Tyne Point Industrial Estate, South Shields registered at the Land Registry with title numbers TY311526 and TY544221. For more details please refer to the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

✓ ☐ Yes

✓ ☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

✓ ☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

✓ ☒ Yes

✓ ☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

✓
✓
Signature

✕ *M.J. Bonehill* for the Chargees named in Box 3 ✕
M.J Bonehill

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

MR01

Particulars of a charge



Presenter information

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

Contact name

Michael Bonehill

Company name

Edwards Duthie Solicitors

Address

Bank House

269-275 Cranbrook Road

Ilford Essex

Post town

Country/Region

Postcode

I G 1 4 T G

Country

DX

DX 200850 ILFORD 4

Telephone

020 8514 9008



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9651123

Charge code: 0965 1123 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th February 2018 and created by SOUTH SHIELDS FOOTBALL CLUB 1888 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2018.

Given at Companies House, Cardiff on 22nd March 2018

Dx



Companies House



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

Charge to secure deferred consideration

Relating to 13/14 Shaftesbury Avenue, Tyne Point Industrial Estate,
South Shields

- ② (1) South Shields Football Club 1888 LIMITED
(2) Budenny LLP
(3) Iron Works Developments Limited

Dated

28 February

2018

Edwards Duthie

1003/JMR/BUD60/9
Date: 13th December 2017

WE HEREBY CERTIFY
THIS TO BE TRUE COPY
OF THE ORIGINAL
Edwards Duthie
EDWARDS DUTHIE
SOLICITORS
16 March 2018

Contents

<u>1.</u>	<u>Definitions</u>	<u>1</u>
<u>2.</u>	<u>Interpretation</u>	<u>2</u>
<u>3.</u>	<u>Payment of principal</u>	<u>2</u>
<u>4.</u>	<u>Legal charge</u>	<u>2</u>
<u>5.</u>	<u>Provision for redemption</u>	<u>3</u>
<u>6.</u>	<u>Chargor's covenants</u>	<u>3</u>
<u>7.</u>	<u>Chargee's powers and rights</u>	<u>4</u>
<u>8.</u>	<u>Postponement of calling in of debt</u>	<u>5</u>
<u>9.</u>	<u>Releases from the charge</u>	<u>6</u>
<u>10.</u>	<u>Notices</u>	<u>6</u>
<u>11.</u>	<u>Governing Law and Jurisdiction</u>	<u>7</u>

This Legal Charge is made on

28 February

201~~7~~ 8

Between:

- 1888 LIMITED
- (1) ~~South Shields Football Club~~ incorporated and registered in England with company number [09651123] whose registered office is at Mariners Park, Shaftesbury Avenue, South Shields NE32 3UP (the "Chargor")
- (2) **Budenny LLP** incorporated and registered in England with company number OC348946 whose registered office is at Suite 1.6, The Loom, 14 Gowers Walk, London E1 8PY and **Iron Works Developments Limited** incorporated and registered in England with company number 09074987 whose registered office is at 16 Great Queen Street, Covent Garden, London WC2B 5AH (the "Chargee")

Background:

- (A) The Chargor is the owner of the Property.
- (B) This Charge provides security which the Chargor has agreed to give the Chargee for the Secured Liabilities.

Now this deed witnesses as follows:

1. **Definitions**

1.1 In this Legal Charge:

"**Agreement**" means the Agreement dated [9 February] 201~~7~~⁸ for the sale and purchase of the Property and made between the parties to this Charge

"**Cost and Expenses**" means all reasonable and proper costs directly arising from enforcement action taken under this legal charge.

"**Default Interest**" means interest at 4% above the rate of HSBC Bank plc from time to time;

"**develop**" and "**development**" shall be construed in accordance with or bear the meaning ascribed thereto by Section 55 of the Town and Country Planning Act 1990;

"**Deferred Payment**" shall have the meaning given to it in the Agreement ;

"**Payment Date**" shall have the meaning given to it in the Agreement;

"**Planning Agreement**" means any Agreements and/or unilateral undertakings to be made pursuant to Section 106 and Section 299A of the Town & Country Planning Act 1990 and/or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or Section 38 and/or 278 of the Highways Act 1980 Section 104 of the Water Industry Act 1991 or any provision of a similar intent or in agreement with the local Water Authority or the appropriate Authority as to the water supply or drainage of surplus water foul drainage and/or effluent from the Property or any part thereof while in agreement with any competent authority or body relating to services;

"**Principal Sum**" means the Deferred Payment until such time as the Deferred Payment is paid in full;

"**Property**" means

- (a) the freehold property at 13/14 Shaftesbury Avenue, Tyne Point Industrial Estate, South Shields comprising the land registered at the Land Registry with title absolute under title number TY311526 and title number TY544221.

- (b) all buildings and fixtures and fittings built on the land;

"Secured Liabilities" means the Principal Sum, the Default Interest (if any pursuant to clause 3) and the Costs and Expenses (if any pursuant to clause 3) in total.

2. Interpretation

2.1 Unless the context otherwise requires:

- (a) the singular includes the plural and vice versa,
- (b) references to persons include references to firms companies or corporations and vice versa, and
- (c) references in the masculine gender include references in the feminine or neuter genders and vice versa.
- (d) The expression "Chargee" includes their personal representatives in the event of death of one or both of them and where appropriate the survivor or survivors of them.

2.2 All covenants, charges, agreements, undertakings, representations and warranties given or implied in this Charge by more than one person shall be deemed to have been given jointly and severally by those concerned.

2.3 References to any statutory provision shall be construed as including any statutory modification or re-enactment of it and any order, regulation, directive or code of practice made under it or associated with it.

2.4 The clause headings do not form part of this Charge and shall not be taken into account in its construction or interpretation.

2.5 Any reference to a clause or a paragraph or a schedule is to one in this Charge so numbered or named.

3. Payment of principal

3.1 The Chargor covenants with the Chargee to pay the Deferred Payment to the Chargee on the Payment Date in accordance with the terms of the Agreement.

3.2 In default of its obligation in clause 3.1 above, and if the Chargor has failed to rectify such default within 14 days of receipt of written notice from the Chargee specifying the default the Chargee may enforce this security provided that at any time the Chargor may elect to pay and discharge the Secured Liabilities in order to avoid any enforcement action pursuant to this charge.

3.3 This Charge shall not be considered as satisfied by any intermediate payment or satisfaction of part only of the Principal Sum but shall be a continuing security to the Chargee.

3.4 For so long as any part of the Principal Sum remains owing after the date on which the Principal Sum or relevant part of it is due to have been paid the Chargor will (as well before or after any judgement) pay to the Chargee Default Interest on the outstanding balance of the Principal Sum then due from the date on which the Principal Sum became due until the date on which it is paid in full.

3.5 The Chargor shall pay to, or reimburse the Chargee on demand, on a full indemnity basis any Costs and Expenses incurred by the Chargee.

4. Legal charge

4.1 As continuing security the Chargor with full title guarantee charges the Property by way of legal charge with payment in accordance with the covenants contained in this deed of the Secured Liabilities covenanted by this deed to be paid by the Chargor.

4.2 The charge created by clause 4.1 shall constitute a first fixed charge but shall not create a lien on the Property.

4.3 The Chargor hereby applies to the Land Registry for a restriction in the following terms to be entered on the register of the Chargor's title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of Budenny LLP or their conveyancer".

4.4 Save as permitted by the operation of clause 9, so long as any money remains owing on this security the Chargor will not create any mortgage charge or like incumbrance whether legal or equitable over or in respect of the Property or any interest of the Chargor therein

4.5 The Chargee may not assign or transfer the whole or any part of the Chargee's rights or obligations under this charge without the prior written consent of the Chargor such consent not to be unreasonably withheld or delayed

5. Provision for redemption

On the final repayment of Secured Liabilities the Chargee shall forthwith provide to the solicitors acting for the Chargor (details of which would have been provided by the Chargor to the Chargee) a form DS1 and form RX4 (in respect of the restriction referred to at clause 4.3) duly dated and released and in the event that the solicitors acting for the Chargor have not received the form DS1 and/or the RX4 within 14 days of such repayment then the Chargor is hereby irrevocably appointed by the Chargee as the attorney of the Chargee to execute the DS1 and/or the RX4 in the name of and on behalf of the Chargee.

6. Chargor's covenants

The Chargor covenants with the Chargee during the continuance of the Charge as set out below.

6.1 Insurance

The Chargor shall insure and keep insured the Property against such risks as would reasonably be appropriate in the circumstances.

6.2 Outgoings

The Chargor will pay all rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it.

6.3 General covenant to comply with statutes etc

The Chargor will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects and will hold the Chargee fully indemnified in respect thereof provided that the provisions of clause 17 of the Agreement shall apply as if set out in full in this Charge.

6.4 Structural Alterations

The Chargor will not make any structural alterations of any kind to the Property until all sums due under this Charge have been repaid.

7. Chargee's powers and rights

7.1 Exercise of statutory powers

- (a) The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (or as extended by this Charge) shall arise on and be exercisable at any time after the execution of this Charge but the Chargee shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable
- (b) Section 103 of the Law of Property Act 1925 shall not apply to this security.

7.2 Extension of statutory powers

- (a) The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the Secured Liabilities and otherwise as the Chargee may think fit
- (b) At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Chargee may at its absolute discretion exercise any power which a receiver appointed by it could exercise

7.3 Right to consolidate

Section 93 of the Law of Property Act 1925 (restricting the Chargee's right of consolidation) shall not apply to this security.

7.4 Power to appoint a receiver

- (a) At any time after this security becomes enforceable, or at the request of the Chargor, the Chargee may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property
- (b) The Chargee may at any time and from time to time in like manner remove any receiver so appointed and appoint another in its place or appoint an additional person as receiver
- (c) The Chargee may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed
- (d) None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply
- (e) Where more than one receiver is appointed they shall have the power to act severally
- (f) Any receiver so appointed shall be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for its acts or defaults and for its remuneration
- (g) Any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in section 103 of that Act) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail

- (h) In addition any receiver so appointed shall have power at its discretion, to such extent and upon such terms as he may in its absolute discretion think fit to do or omit to do anything which the Chargor could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power:
- (i) to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Chargor or otherwise;
 - (ii) to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Chargor or otherwise;
 - (iii) to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Chargor or the Property or in any way relating to this security;
 - (iv) to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences;
 - (v) to do (whether in the name of the Chargor or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers
- (i) All money received by any receiver shall be applied by it:
- (i) in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of its powers and of all outgoings paid by it (including preferential debts);
 - (ii) in payment to the receiver of such remuneration as may be agreed between it and the Chargee at, or at any time and from time to time after, its appointment;
 - (iii) in or towards satisfaction of the amount owing on this security and the surplus (if any) shall be paid to the Chargor or other persons entitled to it.

8. Postponement of calling in of debt

If the Chargor pays and complies in all material respects with all its obligations under this deed the Chargee will not take any steps to enforce payment of the Principal Sum prior to the Payment Date.

9. Releases from the charge

The Chargee covenants with the Chargor as follows:

- 9.1 At the written request of the Chargor (the "**Chargor's Notice**") within 5 working days of the Chargor's Notice to execute and deliver to the Chargor releases from this Charge and from the restriction referred to in clause 4.3 in respect of until the Deferred Payment is paid in full any Excluded Disposal as defined in clause 6.4 of the Agreement.
- 9.2 Within 5 working days of written request from the Chargor to execute and deliver to the Chargor any agreement which may be required in relation to the adoption of roads or sewers or the provision of services or any other Planning Agreement to serve the development of the

Property and only for the purpose of giving its consent to the same as chargee of the Property and not so as to accept any liability or other obligation under such agreement.

9.3 Within 5 working days of written request from the Chargor, to provide written consent to the grant of any rights contained in the documentation relating to an Excluded Disposal or the grant of any rights connected with the supply of services and/or drainage to or from the Property contained in any separate deed or similar documentation where such rights affect that part of the Property which remains subject to this Charge.

9.4 If the Chargee defaults in its obligations under clauses 9.1 and/or 9.2 and/or 9.3 then the Chargor is hereby irrevocably appointed by the Chargee as the attorney of the Chargor to execute the releases noted in clause 9.1 and agreements/consents noted in clause 9.2 and clause 9.3 in the name of and on behalf of the Chargee and the Chargee agrees to ratify and confirm whatever the attorney shall do or cause to be done by virtue of their appointment.

10. Notices

10.1 Any notice given under this Charge must be in writing and signed by or on behalf of the party giving it.

10.2 Any notice or document to be given or delivered under this Charge must be given by delivering it personally or sending it by pre-paid first class post or recorded delivery to the address and for the attention of the relevant party as follows:

(a) to the Chargee at:

Budenny LLP, Suite 1.6, The Loom, 14 Gowers Walk, London E1 8PY or Michael Bonehill, Edwards Duthie Solicitors, Bank House, 269-275 Cranbrook Road, Ilford, Essex, IG1 4TG

(b) to the Chargor at:

South Shields Football Club 1888 Limited, Mariners Park, Shaftesbury Avenue, South Shields NE32 3UP or Clarion Solicitors Limited, Elizabeth House, 13-19 Queen Street, Leeds LS1 2TW

10.3 Any such notice or document will be deemed to have been received:

(a) if delivered personally, at the time of delivery provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; and

(b) in the case of pre-paid first class or recorded delivery post, at 9.00 am on the second working day after posting.

10.4 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class, or recorded delivery letter or registered letter, as the case may be.

10.5 A notice or document delivered under this Charge shall not be validly given or delivered if sent by e-mail or fax

11. Governing Law and Jurisdiction

11.1 This Charge shall be governed by and construed in accordance with English law.

11.2 It is irrevocably agreed for the exclusive benefit of the Chargee that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this

mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts.

- 11.3 Nothing in this clause shall limit the Chargee's right to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

In witness whereof the parties have executed this Deed

SIGNED as a deed by

BUDENNY LLP

Acting by a Director

In the presence of:-

Signature:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

SIGNED as a deed by

IRON WORKS DEVELOPMENTS LIMITED

Acting by a Director

In the presence of:-

Signature:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

SIGNED as a deed by

SOUTH SHIELDS FOOTBALL CLUB 1882 LIMITED ED

Acting by a Director

In the presence of:-

Signature: 

Signature of witness: R. Sarginson

Name (in BLOCK CAPITALS): R. SARGINSON

Address: 6 Otterburn Gdns
Dunston, NE11 9SB

Charge to secure deferred consideration

Relating to 13/14 Shaftesbury Avenue, Tyne Point Industrial Estate,
South Shields

- ② (1) South Shields Football Club 1888 LIMITED
(2) Budenny LLP
(3) Iron Works Developments Limited

Dated

23 February

2018

Edwards Duthie

1003/JMR/BUD60/9
Date: 13th December 2017

WE HEREBY CERTIFY
THIS TO BE TRUE COPY
OF THE ORIGINAL

Edwards Duthie
.....
EDWARDS DUTHIE
SOLICITORS
16/3/2018

Contents

<u>1.</u>	<u>Definitions</u>	<u>1</u>
<u>2.</u>	<u>Interpretation</u>	<u>2</u>
<u>3.</u>	<u>Payment of principal</u>	<u>2</u>
<u>4.</u>	<u>Legal charge</u>	<u>2</u>
<u>5.</u>	<u>Provision for redemption</u>	<u>3</u>
<u>6.</u>	<u>Chargor's covenants</u>	<u>3</u>
<u>7.</u>	<u>Chargee's powers and rights</u>	<u>4</u>
<u>8.</u>	<u>Postponement of calling in of debt</u>	<u>5</u>
<u>9.</u>	<u>Releases from the charge</u>	<u>6</u>
<u>10.</u>	<u>Notices</u>	<u>6</u>
<u>11.</u>	<u>Governing Law and Jurisdiction</u>	<u>7</u>

This Legal Charge is made on

28 February

2017

Between:

1888 LIMITED

- (1) ~~1888~~ South Shields Football Club incorporated and registered in England with company number [09651123] whose registered office is at Mariners Park, Shaftesbury Avenue, South Shields NE32 3UP (the "Chargor")
- (2) Budenny LLP incorporated and registered in England with company number OC348946 whose registered office is at Suite 1.6, The Loom, 14 Gowers Walk, London E1 8PY and Iron Works Developments Limited incorporated and registered in England with company number 09074987 whose registered office is at 16 Great Queen Street, Covent Garden, London WC2B 5AH (the "Chargee")

Background:

- (A) The Chargor is the owner of the Property.
- (B) This Charge provides security which the Chargor has agreed to give the Chargee for the Secured Liabilities.

Now this deed witnesses as follows:

1. Definitions

1.1 In this Legal Charge:

"Agreement" means the Agreement dated [9 February] 2017³ for the sale and purchase of the Property and made between the parties to this Charge

"Cost and Expenses" means all reasonable and proper costs directly arising from enforcement action taken under this legal charge.

"Default Interest" means interest at 4% above the rate of HSBC Bank plc from time to time;

"develop" and "development" shall be construed in accordance with or bear the meaning ascribed thereto by Section 55 of the Town and Country Planning Act 1990;

"Deferred Payment" shall have the meaning given to it in the Agreement ;

"Payment Date" shall have the meaning given to it in the Agreement;

"Planning Agreement" means any Agreements and/or unilateral undertakings to be made pursuant to Section 106 and Section 299A of the Town & Country Planning Act 1990 and/or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or Section 38 and/or 278 of the Highways Act 1980 Section 104 of the Water Industry Act 1991 or any provision of a similar intent or in agreement with the local Water Authority or the appropriate Authority as to the water supply or drainage of surplus water foul drainage and/or effluent from the Property or any part thereof while in agreement with any competent authority or body relating to services;

"Principal Sum" means the Deferred Payment until such time as the Deferred Payment is paid in full;

"Property" means

- (a) the freehold property at 13/14 Shaftesbury Avenue, Tyne Point Industrial Estate, South Shields comprising the land registered at the Land Registry with title absolute under title number TY311526 and title number TY544221.

- (b) all buildings and fixtures and fittings built on the land;

"Secured Liabilities" means the Principal Sum, the Default Interest (if any pursuant to clause 3) and the Costs and Expenses (if any pursuant to clause 3) in total.

2. Interpretation

2.1 Unless the context otherwise requires:

- (a) the singular includes the plural and vice versa,
- (b) references to persons include references to firms companies or corporations and vice versa, and
- (c) references in the masculine gender include references in the feminine or neuter genders and vice versa.
- (d) The expression "Chargee" includes their personal representatives in the event of death of one or both of them and where appropriate the survivor or survivors of them.

2.2 All covenants, charges, agreements, undertakings, representations and warranties given or implied in this Charge by more than one person shall be deemed to have been given jointly and severally by those concerned.

2.3 References to any statutory provision shall be construed as including any statutory modification or re-enactment of it and any order, regulation, directive or code of practice made under it or associated with it.

2.4 The clause headings do not form part of this Charge and shall not be taken into account in its construction or interpretation.

2.5 Any reference to a clause or a paragraph or a schedule is to one in this Charge so numbered or named.

3. Payment of principal

3.1 The Chargor covenants with the Chargee to pay the Deferred Payment to the Chargee on the Payment Date in accordance with the terms of the Agreement.

3.2 In default of its obligation in clause 3.1 above, and if the Chargor has failed to rectify such default within 14 days of receipt of written notice from the Chargee specifying the default the Chargee may enforce this security provided that at any time the Chargor may elect to pay and discharge the Secured Liabilities in order to avoid any enforcement action pursuant to this charge.

3.3 This Charge shall not be considered as satisfied by any intermediate payment or satisfaction of part only of the Principal Sum but shall be a continuing security to the Chargee.

3.4 For so long as any part of the Principal Sum remains owing after the date on which the Principal Sum or relevant part of it is due to have been paid the Chargor will (as well before or after any judgement) pay to the Chargee Default Interest on the outstanding balance of the Principal Sum then due from the date on which the Principal Sum became due until the date on which it is paid in full.

3.5 The Chargor shall pay to, or reimburse the Chargee on demand, on a full indemnity basis any Costs and Expenses incurred by the Chargee.

4. Legal charge

4.1 As continuing security the Chargor with full title guarantee charges the Property by way of legal charge with payment in accordance with the covenants contained in this deed of the Secured Liabilities covenanted by this deed to be paid by the Chargor.

4.2 The charge created by clause 4.1 shall constitute a first fixed charge but shall not create a lien on the Property.

4.3 The Chargor hereby applies to the Land Registry for a restriction in the following terms to be entered on the register of the Chargor's title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of Budenny LLP or their conveyancer".

4.4 Save as permitted by the operation of clause 9, so long as any money remains owing on this security the Chargor will not create any mortgage charge or like incumbrance whether legal or equitable over or in respect of the Property or any interest of the Chargor therein

4.5 The Chargee may not assign or transfer the whole or any part of the Chargee's rights or obligations under this charge without the prior written consent of the Chargor such consent not to be unreasonably withheld or delayed

5. Provision for redemption

On the final repayment of Secured Liabilities the Chargee shall forthwith provide to the solicitors acting for the Chargor (details of which would have been provided by the Chargor to the Chargee) a form DS1 and form RX4 (in respect of the restriction referred to at clause 4.3) duly dated and released and in the event that the solicitors acting for the Chargor have not received the form DS1 and/or the RX4 within 14 days of such repayment then the Chargor is hereby irrevocably appointed by the Chargee as the attorney of the Chargee to execute the DS1 and/or the RX4 in the name of and on behalf of the Chargee.

6. Chargor's covenants

The Chargor covenants with the Chargee during the continuance of the Charge as set out below.

6.1 Insurance

The Chargor shall insure and keep insured the Property against such risks as would reasonably be appropriate in the circumstances.

6.2 Outgoings

The Chargor will pay all rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it.

6.3 General covenant to comply with statutes etc

The Chargor will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects and will hold the Chargee fully indemnified in respect thereof provided that the provisions of clause 17 of the Agreement shall apply as if set out in full in this Charge.

6.4 Structural Alterations

The Chargor will not make any structural alterations of any kind to the Property until all sums due under this Charge have been repaid.

7. Chargee's powers and rights

7.1 Exercise of statutory powers

- (a) The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (or as extended by this Charge) shall arise on and be exercisable at any time after the execution of this Charge but the Chargee shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable
- (b) Section 103 of the Law of Property Act 1925 shall not apply to this security.

7.2 Extension of statutory powers

- (a) The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the Secured Liabilities and otherwise as the Chargee may think fit
- (b) At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Chargee may at its absolute discretion exercise any power which a receiver appointed by it could exercise

7.3 Right to consolidate

Section 93 of the Law of Property Act 1925 (restricting the Chargee's right of consolidation) shall not apply to this security.

7.4 Power to appoint a receiver

- (a) At any time after this security becomes enforceable, or at the request of the Chargor, the Chargee may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property
- (b) The Chargee may at any time and from time to time in like manner remove any receiver so appointed and appoint another in its place or appoint an additional person as receiver
- (c) The Chargee may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed
- (d) None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply
- (e) Where more than one receiver is appointed they shall have the power to act severally
- (f) Any receiver so appointed shall be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for its acts or defaults and for its remuneration
- (g) Any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in section 103 of that Act) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail

- (h) In addition any receiver so appointed shall have power at its discretion, to such extent and upon such terms as he may in its absolute discretion think fit to do or omit to do anything which the Chargor could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power:
 - (i) to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Chargor or otherwise;
 - (ii) to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Chargor or otherwise;
 - (iii) to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Chargor or the Property or in any way relating to this security;
 - (iv) to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences;
 - (v) to do (whether in the name of the Chargor or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers
- (i) All money received by any receiver shall be applied by it:
 - (i) in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of its powers and of all outgoings paid by it (including preferential debts);
 - (ii) in payment to the receiver of such remuneration as may be agreed between it and the Chargee at, or at any time and from time to time after, its appointment;
 - (iii) in or towards satisfaction of the amount owing on this security and the surplus (if any) shall be paid to the Chargor or other persons entitled to it.

8. **Postponement of calling in of debt**

If the Chargor pays and complies in all material respects with all its obligations under this deed the Chargee will not take any steps to enforce payment of the Principal Sum prior to the Payment Date.

9. **Releases from the charge**

The Chargee covenants with the Chargor as follows:

- 9.1 At the written request of the Chargor (the "**Chargor's Notice**") within 5 working days of the Chargor's Notice to execute and deliver to the Chargor releases from this Charge and from the restriction referred to in clause 4.3 in respect of until the Deferred Payment is paid in full any Excluded Disposal as defined in clause 6.4 of the Agreement.
- 9.2 Within 5 working days of written request from the Chargor to execute and deliver to the Chargor any agreement which may be required in relation to the adoption of roads or sewers or the provision of services or any other Planning Agreement to serve the development of the

Property and only for the purpose of giving its consent to the same as chargee of the Property and not so as to accept any liability or other obligation under such agreement.

9.3 Within 5 working days of written request from the Chargor, to provide written consent to the grant of any rights contained in the documentation relating to an Excluded Disposal or the grant of any rights connected with the supply of services and/or drainage to or from the Property contained in any separate deed or similar documentation where such rights affect that part of the Property which remains subject to this Charge.

9.4 If the Chargee defaults in its obligations under clauses 9.1 and/or 9.2 and/or 9.3 then the Chargor is hereby irrevocably appointed by the Chargee as the attorney of the Chargor to execute the releases noted in clause 9.1 and agreements/consents noted in clause 9.2 and clause 9.3 in the name of and on behalf of the Chargee and the Chargee agrees to ratify and confirm whatever the attorney shall do or cause to be done by virtue of their appointment.

10. Notices

10.1 Any notice given under this Charge must be in writing and signed by or on behalf of the party giving it.

10.2 Any notice or document to be given or delivered under this Charge must be given by delivering it personally or sending it by pre-paid first class post or recorded delivery to the address and for the attention of the relevant party as follows:

(a) to the Chargee at:

Budenny LLP, Suite 1.6, The Loom, 14 Gowers Walk, London E1 8PY or Michael Bonehill, Edwards Duthie Solicitors, Bank House, 269-275 Cranbrook Road, Ilford, Essex, IG1 4TG

(b) to the Chargor at:

South Shields Football Club 1888 Limited, Mariners Park, Shaftesbury Avenue, South Shields NE32 3UP or Clarion Solicitors Limited, Elizabeth House, 13-19 Queen Street, Leeds LS1 2TW

10.3 Any such notice or document will be deemed to have been received:

(a) if delivered personally, at the time of delivery provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; and

(b) in the case of pre-paid first class or recorded delivery post, at 9.00 am on the second working day after posting.

10.4 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class, or recorded delivery letter or registered letter, as the case may be.

10.5 A notice or document delivered under this Charge shall not be validly given or delivered if sent by e-mail or fax

11. Governing Law and Jurisdiction

11.1 This Charge shall be governed by and construed in accordance with English law.

11.2 It is irrevocably agreed for the exclusive benefit of the Chargee that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this

mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts.

- 11.3 Nothing in this clause shall limit the Chargee's right to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

In witness whereof the parties have executed this Deed

SIGNED as a deed by

BUDENNY LLP

Acting by a Director

In the presence of:-

Signature:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

SIGNED as a deed by

IRON WORKS DEVELOPMENTS LIMITED

Acting by a Director

In the presence of:-

Signature:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

SIGNED as a deed by

SOUTH SHIELDS FOOTBALL CLUB 1888 LIMITED ED

Acting by a Director

In the presence of:-

Signature: 

Signature of witness: R. Sarginson...

Name (in BLOCK CAPITALS): R. SARGINSON

Address: 6 Otterburn Gdns
Dunston, NE11 9SB

Charge to secure deferred consideration

Relating to 13/14 Shaftesbury Avenue, Tyne Point Industrial Estate,
South Shields

- (1) South Shields Football Club *1888 Limited ED*
- (2) Budenny LLP
- (3) Iron Works Developments Limited

Dated *28th February* 2018

Edwards Duthie

1003/KLN/BUD60/9
Date: 18th January 2018

**WE HEREBY CERTIFY
THIS TO BE TRUE COPY
OF THE ORIGINAL**

Edwards Duthie
.....
**EDWARDS DUTHIE
SOLICITORS
16/3/2018**

Contents

<u>1.</u>	<u>Definitions</u>	1
<u>2.</u>	<u>Interpretation</u>	2
<u>3.</u>	<u>Payment of principal</u>	2
<u>4.</u>	<u>Legal charge</u>	2
<u>5.</u>	<u>Provision for redemption</u>	3
<u>6.</u>	<u>Chargor's covenants</u>	3
<u>7.</u>	<u>Chargee's powers and rights</u>	4
<u>8.</u>	<u>Postponement of calling in of debt</u>	5
<u>9.</u>	<u>Releases from the charge</u>	6
<u>10.</u>	<u>Notices</u>	6
<u>11.</u>	<u>Governing Law and Jurisdiction</u>	7

This Legal Charge is made on

28th February

2018

Between:

- 1898 Limited
- (1) **South Shields Football Club** incorporated and registered in England with company number ~~104074987~~ 1 whose registered office is at Mariners Park, Shaftesbury Avenue, South Shields NE32 3UP (the "Chargor")
ED 09651123
- (2) **Budenny LLP** incorporated and registered in England with company number OC348946 whose registered office is at Suite 1.6, The Loom, 14 Gowers Walk, London E1 8PY and **Iron Works Developments Limited** incorporated and registered in England with company number 09074987 whose registered office is at 16 Great Queen Street, Covent Garden, London WC2B 5AH (the "Chargee")

Background:

- (A) The Chargor is the owner of the Property.
- (B) This Charge provides security which the Chargor has agreed to give the Chargee for the Secured Liabilities.

Now this deed witnesses as follows:

1. Definitions

1.1 In this Legal Charge:

"Agreement" means the Agreement dated [9th February] 2018 for the sale and purchase of the Property and made between the parties to this Charge

"Cost and Expenses" means all reasonable and proper costs directly arising from enforcement action taken under this legal charge.

"Default Interest" means interest at 4% above the rate of HSBC Bank plc from time to time;

"develop" and **"development"** shall be construed in accordance with or bear the meaning ascribed thereto by Section 55 of the Town and Country Planning Act 1990;

"Deferred Payment" shall have the meaning given to it in the Agreement ;

"Payment Date" shall mean as to £500,000 on 30th September 2018 and as to a further £500,000 on 31st December 2018;

"Planning Agreement" means any Agreements and/or unilateral undertakings to be made pursuant to Section 106 and Section 299A of the Town & Country Planning Act 1990 and/or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or Section 38 and/or 278 of the Highways Act 1980 Section 104 of the Water Industry Act 1991 or any provision of a similar intent or in agreement with the local Water Authority or the appropriate Authority as to the water supply or drainage of surplus water foul drainage and/or effluent from the Property or any part thereof while in agreement with any competent authority or body relating to services;

"Principal Sum" means the Deferred Payment until such time as the Deferred Payment is paid in full;

"Property" means

(a) the freehold property at 13/14 Shaftesbury Avenue, Tyne Point Industrial Estate, South Shields comprising the land registered at the Land Registry with title absolute under title number TY311526 and title number TY544221.

(b) all buildings and fixtures and fittings built on the land;

"Secured Liabilities" means the Principal Sum, the Default Interest (if any pursuant to clause 3) and the Costs and Expenses (if any pursuant to clause 3) in total.

2. Interpretation

2.1 Unless the context otherwise requires:

(a) the singular includes the plural and vice versa,

(b) references to persons include references to firms companies or corporations and vice versa, and

(c) references in the masculine gender include references in the feminine or neuter genders and vice versa.

(d) The expression "Chargee" includes their personal representatives in the event of death of one or both of them and where appropriate the survivor or survivors of them.

2.2 All covenants, charges, agreements, undertakings, representations and warranties given or implied in this Charge by more than one person shall be deemed to have been given jointly and severally by those concerned.

2.3 References to any statutory provision shall be construed as including any statutory modification or re-enactment of it and any order, regulation, directive or code of practice made under it or associated with it.

2.4 The clause headings do not form part of this Charge and shall not be taken into account in its construction or interpretation.

2.5 Any reference to a clause or a paragraph or a schedule is to one in this Charge so numbered or named.

3. Payment of principal

3.1 The Chargor covenants with the Chargee to pay the Deferred Payment to the Chargee on the Payment Date in accordance with the terms of the Agreement.

3.2 In default of its obligation in clause 3.1 above, and if the Chargor has failed to rectify such default within 14 days of receipt of written notice from the Chargee specifying the default the Chargee may enforce this security provided that at any time the Chargor may elect to pay and discharge the Secured Liabilities in order to avoid any enforcement action pursuant to this charge.

3.3 This Charge shall not be considered as satisfied by any intermediate payment or satisfaction of part only of the Principal Sum but shall be a continuing security to the Chargee.

3.4 For so long as any part of the Principal Sum remains owing after the date on which the Principal Sum or relevant part of it is due to have been paid the Chargor will (as well before or after any judgement) pay to the Chargee Default Interest on the outstanding balance of the Principal Sum then due from the date on which the Principal Sum became due until the date on which it is paid in full.

3.5 The Chargor shall pay to, or reimburse the Chargee on demand, on a full indemnity basis any Costs and Expenses incurred by the Chargee.

4. **Legal charge**

4.1 As continuing security the Chargor with full title guarantee charges the Property by way of legal charge with payment in accordance with the covenants contained in this deed of the Secured Liabilities covenanted by this deed to be paid by the Chargor.

4.2 The charge created by clause 4.1 shall constitute a first fixed charge but shall not create a lien on the Property.

4.3 The Chargor hereby applies to the Land Registry for a restriction in the following terms to be entered on the register of the Chargor's title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of Budenny LLP or their conveyancer".

4.4 Save as permitted by the operation of clause 9, so long as any money remains owing on this security the Chargor will not create any mortgage charge or like incumbrance whether legal or equitable over or in respect of the Property or any interest of the Chargor therein

4.5 The Chargee may not assign or transfer the whole or any part of the Chargee's rights or obligations under this charge without the prior written consent of the Chargor such consent not to be unreasonably withheld or delayed

5. **Provision for redemption**

On the final repayment of Secured Liabilities the Chargee shall forthwith provide to the solicitors acting for the Chargor (details of which would have been provided by the Chargor to the Chargee) a form DS1 and form RX4 (in respect of the restriction referred to at clause 4.3) duly dated and released and in the event that the solicitors acting for the Chargor have not received the form DS1 and/or the RX4 within 14 days of such repayment then the Chargor is hereby irrevocably appointed by the Chargee as the attorney of the Chargee to execute the DS1 and/or the RX4 in the name of and on behalf of the Chargee.

6. **Chargor's covenants**

The Chargor covenants with the Chargee during the continuance of the Charge as set out below.

6.1 ***Insurance***

The Chargor shall insure and keep insured the Property against such risks as would reasonably be appropriate in the circumstances.

6.2 ***Outgoings***

The Chargor will pay all rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it.

6.3 ***General covenant to comply with statutes etc***

The Chargor will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects and will hold the Chargee fully indemnified in respect thereof provided that the provisions of clause 17 of the Agreement shall apply as if set out in full in this Charge.

6.4 ***Structural Alterations***

The Chargor will not make any structural alterations of any kind to the Property until all sums due under this Charge have been repaid.

7. Chargee's powers and rights

7.1 Exercise of statutory powers

- (a) The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (or as extended by this Charge) shall arise on and be exercisable at any time after the execution of this Charge but the Chargee shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable
- (b) Section 103 of the Law of Property Act 1925 shall not apply to this security.

7.2 Extension of statutory powers

- (a) The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the Secured Liabilities and otherwise as the Chargee may think fit
- (b) At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Chargee may at its absolute discretion exercise any power which a receiver appointed by it could exercise

7.3 Right to consolidate

Section 93 of the Law of Property Act 1925 (restricting the Chargee's right of consolidation) shall not apply to this security.

7.4 Power to appoint a receiver

- (a) At any time after this security becomes enforceable, or at the request of the Chargor, the Chargee may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property
- (b) The Chargee may at any time and from time to time in like manner remove any receiver so appointed and appoint another in its place or appoint an additional person as receiver
- (c) The Chargee may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed
- (d) None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply
- (e) Where more than one receiver is appointed they shall have the power to act severally
- (f) Any receiver so appointed shall be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for its acts or defaults and for its remuneration
- (g) Any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in section 103 of that Act) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail

- (h) In addition any receiver so appointed shall have power at its discretion, to such extent and upon such terms as he may in its absolute discretion think fit to do or omit to do anything which the Chargor could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power:
- (i) to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Chargor or otherwise;
 - (ii) to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Chargor or otherwise;
 - (iii) to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Chargor or the Property or in any way relating to this security;
 - (iv) to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences;
 - (v) to do (whether in the name of the Chargor or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers
- (i) All money received by any receiver shall be applied by it:
- (i) in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of its powers and of all outgoings paid by it (including preferential debts);
 - (ii) in payment to the receiver of such remuneration as may be agreed between it and the Chargee at, or at any time and from time to time after, its appointment;
 - (iii) in or towards satisfaction of the amount owing on this security and the surplus (if any) shall be paid to the Chargor or other persons entitled to it.

8. Postponement of calling in of debt

If the Chargor pays and complies in all material respects with all its obligations under this deed the Chargee will not take any steps to enforce payment of the Principal Sum prior to the Payment Date.

9. Releases from the charge

The Chargee covenants with the Chargor as follows:

- 9.1 At the written request of the Chargor (the "**Chargor's Notice**") within 5 working days of the Chargor's Notice to execute and deliver to the Chargor releases from this Charge and from the restriction referred to in clause 4.3 in respect of until the Deferred Payment is paid in full any Excluded Disposal as defined in clause 6.4 of the Agreement.
- 9.2 Within 5 working days of written request from the Chargor to execute and deliver to the Chargor any agreement which may be required in relation to the adoption of roads or sewers or the provision of services or any other Planning Agreement to serve the development of the

Property and only for the purpose of giving its consent to the same as chargee of the Property and not so as to accept any liability or other obligation under such agreement.

9.3 Within 5 working days of written request from the Chargor, to provide written consent to the grant of any rights contained in the documentation relating to an Excluded Disposal or the grant of any rights connected with the supply of services and/or drainage to or from the Property contained in any separate deed or similar documentation where such rights affect that part of the Property which remains subject to this Charge.

9.4 If the Chargee defaults in its obligations under clauses 9.1 and/or 9.2 and/or 9.3 then the Chargor is hereby irrevocably appointed by the Chargee as the attorney of the Chargor to execute the releases noted in clause 9.1 and agreements/consents noted in clause 9.2 and clause 9.3 in the name of and on behalf of the Chargee and the Chargee agrees to ratify and confirm whatever the attorney shall do or cause to be done by virtue of their appointment.

10. Notices

10.1 Any notice given under this Charge must be in writing and signed by or on behalf of the party giving it.

10.2 Any notice or document to be given or delivered under this Charge must be given by delivering it personally or sending it by pre-paid first class post or recorded delivery to the address and for the attention of the relevant party as follows:

(a) to the Chargee at:

Budenny LLP, Suite 1.6, The Loom, 14 Gowers Walk, London E1 8PY or Michael Bonehill, Edwards Duthie Solicitors, Bank House, 269-275 Cranbrook Road, Ilford, Essex, IG1 4TG

(b) to the Chargor at:

South Shields Football Club 1888 Limited, Mariners Park, Shaftesbury Avenue, South Shields NE32 3UP or Clarion Solicitors Limited, Elizabeth House, 13-19 Queen Street, Leeds LS1 2TW

10.3 Any such notice or document will be deemed to have been received:

(a) if delivered personally, at the time of delivery provided that if delivery occurs before 9.00 am on a working day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a working day, or on a day which is not a working day, the notice will be deemed to have been received at 9.00 am on the next working day; and

(b) in the case of pre-paid first class or recorded delivery post, at 9.00 am on the second working day after posting.

10.4 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class, or recorded delivery letter or registered letter, as the case may be.

10.5 A notice or document delivered under this Charge shall not be validly given or delivered if sent by e-mail or fax

11. Governing Law and Jurisdiction

11.1 This Charge shall be governed by and construed in accordance with English law.

11.2 It is irrevocably agreed for the exclusive benefit of the Chargee that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this

mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts.

- 11.3 Nothing in this clause shall limit the Chargee's right to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

In witness whereof the parties have executed this Deed

SIGNED as a deed by

BUDENNY LLP

Acting by a ^{DA} Director member

In the presence of:-

Signature:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

42 BRANTWOOD GONS
1 Ford Essex 164SL6

SIGNED as a deed by

IRON WORKS DEVELOPMENTS LIMITED

Acting by a Director

In the presence of:-

Signature:

Signature of witness:

Name (in BLOCK CAPITALS):

Address:

42 BRANTWOOD GONS
1 Ford - Essex.
164 SL6

SIGNED as a deed by

SOUTH SHIELDS FOOTBALL CLUB 1888 LIMITED

Acting by a Director

In the presence of:-

Signature:

Signature of witness:

Name (in BLOCK CAPITALS):

Address: