



Registration of a Charge

Company name: **BXS GP LIMITED**

Company number: **10114429**



X921PNE8

Received for Electronic Filing: **01/04/2020**

Details of Charge

Date of creation: **30/03/2020**

Charge code: **1011 4429 0002**

Persons entitled: **HOMES AND COMMUNITIES AGENCY (TRADING AS HOMES ENGLAND)**

Brief description: **FIXED CHARGES OVER ALL LAND AND INTELLECTUAL PROPERTY OWNED BY THE COMPANY AT ANY TIME**

Contains fixed charge(s).

Contains floating 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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

LOWRI GWYN



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10114429

Charge code: 1011 4429 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th March 2020 and created by BXS GP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st April 2020 .

Given at Companies House, Cardiff on 2nd April 2020

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



Companies House



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

Dated: 30 March 2020

- (1) **BXS LIMITED PARTNERSHIP**, acting by its general partner BXS GP LIMITED
- (2) **HOMES AND COMMUNITIES AGENCY (TRADING AS HOMES ENGLAND)**
-

Security Agreement

We hereby certify this to be a true copy of the original subject to redaction under S859G Companies Act 2006.

Eversheds Sutherland (International) LLP
EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

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THIS DEED is made on 30 March

2020 between:

- (1) **BXS Limited Partnership**, a limited partnership established by the Limited Partnership Deed and registered in England and Wales with registration number LP017353 of 4 Stable Street, King's Cross, London, N1C 4AB (the **Limited Partnership**) acting by its general partner **BXS GP Limited**, a company incorporated in England and Wales with registration number 10114429 of 4 Stable Street, London, United Kingdom, N1C 4AB (the **General Partner**), as chargor (the **Chargor**); and
- (2) **Homes and Communities Agency (trading as Homes England)** of One Friargate, Coventry, CV1 2GN (**Homes England**).

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Deed:

"Account" has the meaning given to it in the Facility Agreement.

"Assigned Agreement" means each document or agreement expressed to be assigned under Clause 3.3 (*Assignment*).

"Associated Benefits" means, in respect of any asset:

- (a) all monies including (where relevant) all rent, dividends, distributions, profits, compensation, damages, income or interest paid or payable relating to that asset; and
- (b) all authorisations, rights, benefits, claims or property at any time relating to that asset.

"Claim" has the meaning given to that term in the Facility Agreement.

"Book Debts" means, in relation to the Chargor, all book and other debts, revenues and monetary claims of or owing to, or other amounts recoverable or receivable by, the Chargor and any rights or claims of the Chargor in respect of such debts, revenues and monetary claims.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by Homes England.

"Development Document" means:

- (a) any Contract entered into by the Chargor in relation to the carrying out of the Works; and
- (b) any other document designated as such by Homes England and the Chargor.

"Event of Default" has the meaning given to that term in the Facility Agreement.

"Facility Agreement" means the facility agreement dated on or about the date of this Deed between, amongst others, the Chargor as borrower and Homes England.

"Finance Document" has the meaning given to that term in the Facility Agreement.

"Floating Charge Asset" means, at any time, any Secured Property which, at that time, is the subject of the floating charge created by this Deed.

"Hedging Agreement" has the same meaning given to that term in the Facility Agreement.

"Insolvency Act" means the Insolvency Act 1986.

"Insolvency Event" has the same meaning given to that term in the Facility Agreement.

"Insurances" means all contracts or policies of insurance of whatever nature.

"Intellectual Property Rights" has the meaning given to that term in the Facility Agreement.

"Investments" means all stocks, shares, bonds, securities or investments.

"LPA" means the Law of Property Act 1925.

"Quasi-Security" means an arrangement or transaction described in Clause 5.2.

"Real Property" means:

- (a) all estates or interests in any freehold or leasehold property;
- (a) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property;
- (b) all easements, rights, agreements and other benefits in respect of that property; and
- (c) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Property.

"Recycled Funding" has the meaning given to that term in the Facility Agreement.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to Homes England under each Finance Document.

"Secured Property" means the assets of the Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed.

"Subordinated Debt Document" means any document, agreement or instrument evidencing or recording any Subordinated Debt or its terms.

"Supplemental Legal Charge" means a supplemental legal mortgage in substantially the form set out in Schedule 3 (*Form of Supplemental Legal Charge*) entered into after the date of this Deed between the Chargor and Homes England in accordance with Clause 7.7 (*Acquisitions*).

1.2 Interpretation

1.2.1 Unless a contrary indication appears, in this Deed:

- 1.2.1.1 terms defined in the Facility Agreement have the same meaning in this Deed;
- 1.2.1.2 the provisions of clause 1.2 (*Interpretation*) of the Facility Agreement apply to this Deed as if set out in full in this Deed, except that references to the Facility Agreement shall be construed as references to this Deed; and

1.2.1.3 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Deed as if set out in full in this Deed.

1.2.2 Unless a contrary indication appears, any reference in this Deed to:

1.2.2.1 an "**account**" is a reference to that account as re-designated, re-numbered, substituted or replaced from time to time;

1.2.2.2 any "**asset**" includes present and future properties, revenues and rights of every description, all proceeds of sale of such asset, all rights under any agreement for the sale, lease or licence of such asset and any monies paid or payable in respect of such asset; and

1.2.2.3 a "**tenant**" of any property includes any sub-tenant, licensee or other user or occupier of that property.

1.2.3 Where this Deed includes the words "**including**", "**in particular**" or "**or otherwise**" (or similar words or phrases), the intention is to state examples and not to be exhaustive.

1.2.4 References to any Security "**created by this Deed**" or "**created by this Supplemental Legal Charge**" are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed or, as applicable, any Supplemental Legal Charge.

1.3 **Incorporation of other terms**

The terms of the other Finance Documents and of any other agreement or document between any of the parties to this Deed are incorporated into this Deed to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 **Third party rights**

1.4.1 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or enjoy the benefit of any term of this Deed.

1.4.2 Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

1.4.3 Any Receiver or Delegate may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

2. **COVENANT TO PAY**

The Chargor, as principal debtor and not just as surety, covenants with Homes England to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

3. **GRANT OF SECURITY**

3.1 **Mortgage**

The Chargor charges by way of first legal mortgage:

3.1.1 all its Real Property described in Part I of Schedule 1 (*Details of Secured Property*); and

3.1.2 all its other Real Property (if any) as at the date of this Deed.

3.2 **Fixed charges**

The Chargor charges by way of first fixed charge:

- 3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), all its Real Property as at the date of this Deed;
- 3.2.2 all its Real Property acquired after the date of this Deed;
- 3.2.3 all its plant and machinery, vehicles, computers and other equipment, excluding stock in trade, to the extent not effectively otherwise mortgaged or charged under this Deed;
- 3.2.4 all its Investments;
- 3.2.5 each Development Document;
- 3.2.6 all its Accounts, including any listed in Part III of Schedule 1 (*Details of Secured Property*), and all monies (including interest) at any time standing to the credit of such account, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.7 all its Insurances, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.8 all its Book Debts, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.9 all its goodwill and uncalled capital;
- 3.2.10 all its Intellectual Property Rights, to the extent not effectively assigned under Clause 3.3 (*Assignment*);
- 3.2.11 all its Assigned Agreements, to the extent not effectively assigned under Clause 3.3 (*Assignment*); and
- 3.2.12 all Associated Benefits relating to its Secured Property to the extent not effectively assigned under Clause 3.3 (*Assignment*).

3.3 **Assignment**

The Chargor assigns by way of security:

- 3.3.1 all its Accounts maintained with any bank, financial institution or other person (other than Homes England), including any listed in Part III of Schedule 1 (*Details of Secured Property*), and all monies (including interest) at any time standing to the credit of such account; and
- 3.3.2 all its Insurances, including any listed in Part IV of Schedule 1 (*Details of Secured Property*);
- 3.3.3 all its Hedging Agreements, including any listed in Part V of Schedule 1 (*Details of Secured Property*);
- 3.3.4 all its Subordinated Debt Documents, including any listed in Part V of Schedule 1 (*Details of Secured Property*);
- 3.3.5 any agreement for the sale of any of its Secured Property; and

3.3.6 any agreement in, under or to which it has any right, benefit or interest in by virtue of the Third Parties Act,

in each case, together with all Associated Benefits relating to such Secured Property.

3.4 **Floating charge**

3.4.1 The Chargor charges by way of floating charge all its assets and undertaking not at any time effectively mortgaged under Clause 3.1 (*Mortgage*), charged under Clause 3.2 (*Fixed charges*) or assigned under Clause 3.3 (*Assignment*).

3.4.2 Paragraph 14 of Schedule B1 of the Insolvency Act applies to any Security created by this Deed.

3.5 **General**

All Security created by this Deed:

3.5.1 is created in favour of Homes England;

3.5.2 unless specifically stated otherwise, is created over the present and future assets of the Chargor to the extent of its rights, title and interest in, under and to such assets at any time; and

3.5.3 is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.6 **Continuing security**

The Security created by this Deed is continuing security for the payment and discharge of the Secured Liabilities. The provisions of this Deed will apply at all times:

3.6.1 regardless of the date on which any of the Secured Liabilities were incurred;

3.6.2 notwithstanding any intermediate payment or discharge; and

3.6.3 in respect of the full amount of the Secured Liabilities at the relevant time even if the amount of the Secured Liabilities had previously been less than that amount or had been nil at any time.

3.7 **Additional security**

The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by Homes England. No prior Security held by Homes England over the whole or any of the Secured Property will merge with the Security created by this Deed.

3.8 **Validity of details of Secured Property**

The fact that incorrect or incomplete details of any Secured Property are included or inserted in any Schedule will not affect the validity or enforceability of the Security created by this Deed.

4. **CONSENTS**

4.1 The Chargor represents to Homes England on the date of this Deed that each of the Assigned Agreements which it has any right, title or interest in, under or to, is capable of being freely assigned by it without the consent of any other person.

4.2 The Chargor shall ensure that any agreement it enters into after the date of this Deed is capable of being freely assigned by it without the consent of any other person.

5. **CONVERSION OF FLOATING CHARGE**

5.1 **Conversion by notice**

Homes England may, by notice to the Chargor, crystallise and convert the floating charge created by the Chargor under this Deed into a fixed charge over any or all of the Floating Charge Assets if:

5.1.1 an Event of Default occurs which is continuing; or

5.1.2 Homes England considers that any Floating Charge Asset is in danger of being seized or sold under any legal process, or such assets are otherwise in jeopardy.

5.2 **Automatic conversion**

5.2.1 A floating charge created by the Chargor under this Deed will automatically crystallise and convert into fixed charges over the relevant Floating Charge Assets if:

5.2.1.1 any Insolvency Event occurs; or

5.2.1.2 the Chargor creates or purports to create any Security or Quasi-Security over any Floating Charge Asset in breach of any of the Finance Documents.

5.2.2 No floating charge created by this Deed will automatically crystallise and convert into a fixed charge solely by reason of a moratorium being obtained under section 1A or Schedule A1 of the Insolvency Act (or anything being done with a view to obtaining a moratorium).

6. **REPRESENTATIONS**

The Chargor makes the representations and warranties set out in this Clause 6 to Homes England on the date of this Deed.

6.1 **Title to Secured Property**

Save as permitted under the terms of the Facility Agreement, it is the sole legal and beneficial owner of, and has good and marketable title to, the Secured Property, in each case, free from Security or restrictions (other than those created by or pursuant to the Finance Documents).

6.2 **Repetition**

Each of the representations and warranties set out in this Clause 6 are deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of each Claim, on the date of each Funding, the date of each Recycled Funding and each Quarter Date.

7. **UNDERTAKINGS**

The undertakings in this Clause 7 remain in force from the date of this Deed for so long as any amount is outstanding under the Finance Documents or any Funding is available.

7.1 **Negative pledge**

7.1.1 The Chargor may not create or permit to subsist any Security over any of its assets, save as expressly permitted under the Facility Agreement.

7.1.2 Clause 7.1.1 shall not apply to any Security or arrangement permitted under the Facility Agreement.

7.2 Disposals

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Secured Property, other than as permitted under the Facility Agreement.

7.3 Secured Property

The Chargor shall:

7.3.1 on the date of this Deed (in the case of any Secured Property existing on the date of this Deed), on the date of acquisition or receipt of any Secured Property (in the case of any Secured Property acquired or received after the date of this Deed) and, at any other time, promptly upon request by Homes England, deposit with Homes England:

7.3.1.1 all documents of title or other evidence of ownership relating to its Secured Property (or an acceptable undertaking from the Chargor's solicitor to hold such documents to Homes England's order);

7.3.1.2 transfers of the Investments, each executed in blank; and

7.3.1.3 such deeds, certificates and documents relating to its Secured Property as Homes England may reasonably request; and

7.3.2 promptly supply to Homes England such further information regarding its Secured Property as Homes England may reasonably request.

7.4 Notice of charge or assignment

The Chargor shall serve notice of each charge or assignment created by this Deed in respect of:

7.4.1 each of its Insurances, by sending a notice substantially in the form of Part I of Schedule 2 (*Notices*) to the relevant insurance company or underwriter within one Business Day of the date of this Deed (in the case of any Insurances existing on the date of this Deed) and within one Business Day of the date of entry into of any other Insurances (in the case of any Insurances entered into after the date of this Deed);

7.4.2 each of its Accounts charged under Clause 3.2.6 or assigned under Clause 3.3.1, by sending a notice substantially in the form of each of the notices set out in Part II of Schedule 2 (*Notices*) to the person with whom that account is held, in each case, within one Business Day of the date of this Deed (in the case of any account existing on the date of this Deed) and within one Business Day of opening of any other Account (in the case of any Account opened after the date of this Deed); and

7.4.3 each of its Assigned Agreements other than any Insurances (a "**Relevant Assigned Agreement**"), by sending a notice substantially in the form of Part II of Schedule 2 (*Notices*) to each counterparty to that Relevant Assigned Agreement within one Business Day of the date of this Deed (in the case of any Relevant Assigned Agreement existing on the date of this Deed) and within one Business Day of the date of entry into of any other Relevant Assigned Agreement (in the case of any Relevant Assigned Agreement entered into after the date of this Deed).

7.5 Acknowledgment of charge or assignment

7.5.1 In respect of any notice served by the Chargor under clause 7.4.2, the Chargor shall procure that each such notice is acknowledged by the recipient in the form attached to such notice; and

7.5.2 In respect of any notice served by the Chargor under clauses 7.4.1 and 7.4.3, the Chargor shall use reasonable endeavours to procure that each such notice is, on the date of such notice, acknowledged by the recipient in the form attached to such notice.

7.6 Real Property Restriction

The Chargor shall ensure that a restriction in the following terms is entered on the register of the title of its Real Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE OF SECURITY AGREEMENT] in favour of Homes and Communities Agency (trading as Homes England) referred to in the charges register or their conveyancer, or without a certificate signed by a conveyancer that the provisions of clause 3.7.2 of a facility agreement dated [DATE OF FACILITY AGREEMENT] have been complied with or that they do not apply to the disposition,"

together with, where applicable, notice of any obligation on Homes England to make further advances under the terms of the Finance Documents. The Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

7.7 Acquisitions

If, after the date of this Deed, the Chargor acquires any Real Property, it shall:

7.7.1 comply with Clause 3.7.3(b) (*Acquisitions*) of the Facility Agreement, without limitation including on the date of that acquisition and at the cost of the Chargor, delivering to Homes England a Supplemental Legal Charge, duly executed by the Chargor;

7.7.2 if the grant of that Supplemental Legal Charge requires the consent of any person with an interest in the relevant Real Property, procure that such consent is granted prior to the execution of that Supplemental Legal Charge; and

7.7.3 without prejudice to Clause 7.12 (*Further assurance*), take such other steps as Homes England may reasonably require to create and/or perfect the Security over such Real Property.

7.8 Investments

7.8.1 The Chargor may not:

7.8.1.1 take or permit the taking of any action which may adversely affect the value of any of the Investments, prejudice the interests of Homes England or result in the rights attaching to any of the Investments being altered or diluted; or

7.8.1.2 except where Homes England so requires or permits, nominate another person to enjoy or exercise any of its rights in relation to any of the Investments.

7.8.2 Subject to Clause 7.8.1 and provided that no Event of Default is continuing, the Chargor may:

7.8.2.1 receive and retain all dividends or other income paid or payable in respect of its Investments; and

- 7.8.2.2 exercise all voting and other rights attaching to its Investments,

provided that it does so for a purpose not inconsistent with any Finance Document.

- 7.8.3 While any Event of Default is continuing, the Chargor shall:

- 7.8.3.1 hold any dividends or other income received in respect of the Investments on trust for Homes England and pay such amounts into a separate account or otherwise as Homes England may direct; and

- 7.8.3.2 exercise all voting and other rights attaching to the Investments as Homes England may direct.

7.9 **Book Debts**

The Chargor shall:

- 7.9.1 promptly collect each Book Debt when due for payment;
- 7.9.2 promptly take and pursue all action necessary to recover any Book Debts which is not paid when due in accordance, if applicable, with any instructions from Homes England;
- 7.9.3 not agree to waive or settle any Book Debt for less than par value, other than with the prior written consent of Homes England; and
- 7.9.4 promptly upon receipt, pay all amounts received in respect of any Book Debts in accordance with the terms of the Facility Agreement and, pending such payment, hold such amounts on trust for Homes England.

7.10 **Intellectual Property Rights**

- 7.10.1 The Chargor shall:

- 7.10.1.1 preserve and maintain the subsistence and validity of the Intellectual Property Rights necessary for its business;
- 7.10.1.2 use reasonable endeavours to prevent any infringement in any material respect of the Intellectual Property Rights;
- 7.10.1.3 make registrations and pay all registration fees and taxes necessary to maintain the Intellectual Property Rights in full force and effect and record its interest in that Intellectual Property Right;
- 7.10.1.4 not use or permit the Intellectual Property Rights to be used in a way or take any step or omit to take any step in respect of that Intellectual Property which may materially and adversely affect the existence or value of the Intellectual Property Rights or imperil its right to use such property; and
- 7.10.1.5 not discontinue the use of the Intellectual Property Rights.

- 7.10.2 The Chargor shall procure that an entry is made in each relevant public register of its Intellectual Property Rights to record the existence of this Deed and the restrictions imposed by this Deed.

7.11 **Assigned Agreements**

- 7.11.1 The Chargor shall promptly on entry into an Assigned Agreement, deliver to Homes England a certified copy of such Assigned Agreement.
- 7.11.2 Subject to Clause 7.11.1 and provided that no Event of Default is continuing, the Chargor may exercise its rights under each Assigned Agreement without further reference to Homes England, unless such exercise is reasonably likely to result in a Default, adversely affect the value of the Secured Property or prejudice the interests of Homes England under any Finance Document.
- 7.11.3 While any Event of Default is continuing, the Chargor shall exercise its rights under each Assigned Agreement in accordance with the instructions of Homes England, save where such instruction would result in a breach of any Assigned Agreement.

7.12 Further assurance

The Chargor shall promptly take all such actions, including executing all such documents, notices and instructions in such form as Homes England may reasonably require:

- 7.12.1 to create, perfect, protect and (if necessary) maintain the Security created by this Deed or for the exercise of any rights, powers and remedies of Homes England provided by or under this Deed or by law or regulation;
- 7.12.2 to confer on Homes England security interests in or over any of its assets located in any jurisdiction other than England and Wales equivalent or similar to the Security created by this Deed; and/or
- 7.12.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this Deed.

7.13 Power to remedy

If the Chargor fails to comply with any of its obligations under this Deed, Homes England (or its nominee) may (at the Chargor's expense) take such action as is necessary to protect any assets against the consequences of the Chargor's non-compliance and/or to ensure compliance with such obligations. Homes England is not obliged to perform any obligation of the Chargor nor to take any action which it may be entitled to take under this Deed.

7.14 Power of attorney

- 7.14.1 As security for the performance of its obligations under this Deed, the Chargor irrevocably and severally appoints Homes England, each Receiver and each Delegate to be its attorney, with full power of substitution.
- 7.14.2 Each attorney may, in the name of the Chargor and on its behalf and at its expense, do anything which the Chargor is obliged to do under any Finance Document to which it is a party but has failed to do or while an Event of Default is continuing which Homes England, any Receiver or Delegate may, in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Secured Property or under or otherwise for the purposes of any Finance Document or any law or regulation.
- 7.14.3 The Chargor ratifies and confirms anything done by any attorney under this Clause 7.14. The Chargor agrees to indemnify each attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by each attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

8. **RIGHTS OF ENFORCEMENT**

8.1 **Secured Liabilities deemed payable**

For the purposes of all rights and powers implied by statute, the Secured Liabilities are due and payable on the date of this Deed.

8.2 **When Security enforceable**

The Security created by this Deed is enforceable at any time while an Event of Default is continuing.

8.3 **Enforcement powers**

At any time (a) when the Security created by this Deed is enforceable or (b) following a request by the Chargor, Homes England may, without further notice:

8.3.1 sell, appropriate, realise or transfer, including to itself or to any other person, all or any part of the Secured Property;

8.3.2 appoint one or more persons to be a Receiver of all or any part of the Secured Property;

8.3.3 appoint an administrator of the Chargor;

8.3.4 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and/or

8.3.5 take such further action as it sees fit to enforce all or any part of the Security created by this Deed.

8.4 **Rights in relation to a Receiver**

Homes England may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. Each Receiver will be deemed to be the agent of the Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. Homes England may fix the remuneration of a Receiver which will be payable by the Chargor and form part of the Secured Liabilities.

8.5 **Redemption of prior Security**

Where there is any Security created over any of the Secured Property which ranks in priority to the Security created by this Deed and:

8.5.1 the Security created by this Deed becomes enforceable; and/or

8.5.2 *the holder of such other Security takes any steps to enforce that Security,*

Homes England or any Receiver may, at its sole discretion and at the cost and expense of the Chargor, redeem, take a transfer of and/or repay the indebtedness secured by such other Security. All amounts paid by Homes England or a Receiver under this Clause will form part of the Secured Liabilities.

8.6 **Appropriation of payments**

Any appropriation by Homes England or a Receiver under this Deed will override any appropriation by the Chargor.

8.7 **Financial collateral**

8.7.1 To the extent that any of the assets mortgaged, assigned or charged under this Deed constitute "financial collateral" and this Deed constitutes a "financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**FC Regulations**")), Homes England will have the right at any time when such Security is enforceable to appropriate all or any part of that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Liabilities.

8.7.2 Where any financial collateral is appropriated, its value shall be:

8.7.2.1 in the case of cash, its face value at the time of the appropriation;

8.7.2.2 if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and

8.7.2.3 in any other case, the amount reasonably determined by Homes England by such process as it may select, including independent valuation,

and the Chargor agrees that the method of valuation provided for in this Clause 8.7.2 is commercially reasonable for the purposes of the FC Regulations.

8.8 Demands

Any demand for payment made by Homes England shall be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them.

9. POWERS OF A RECEIVER

9.1 General powers

Any Receiver will have:

9.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;

9.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not that Receiver is an administrative receiver) under the Insolvency Act; and

9.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

9.2 Specific powers

The rights, powers and remedies provided in this Deed are in addition to any rights, powers and remedies under law or regulation. Any Receiver will have the following additional powers:

9.2.1 the power to do or omit to do anything which the Chargor could do or omit to do in relation to the Secured Property which is the subject of the appointment;

9.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising any of the Secured Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and

9.2.3 the power to use the Chargor's name for all the above purposes.

9.3 Variation of statutory powers

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

- 9.3.1 the restriction on the consolidation of mortgages in section 93 of the LPA;
- 9.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;
- 9.3.3 the conditions to the exercise of a power of sale in section 103 of the LPA;
- 9.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and
- 9.3.5 the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) of the LPA.

10. APPLICATION OF PROCEEDS

10.1 Order of priority

All amounts received by Homes England or Receiver in connection with the enforcement of the Security created by this Deed will be applied, to the extent permitted by applicable law, in accordance with the provisions of the Facility Agreement.

10.2 New accounts

If at any time:

- 10.2.1 any of the Chargor's obligations cease to be continuing obligations for any reason; or
- 10.2.2 Homes England receives or is deemed to have received notice of subsequent Security over any of the Secured Property,

Homes England may open a new account with the Chargor. If Homes England does not open a new account, it will be treated as having done so at the time when the Chargor's obligations cease to be continuing obligations or, as the case may be, the relevant notice of subsequent security was received and, as from that time, all payments made by or on behalf of the Chargor to Homes England will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Liabilities.

10.3 Release of Secured Property

- 10.3.1 If Homes England is satisfied that all the Secured Liabilities have, subject to Clauses 13.1 (*Reinstatement*) and 13.2 (*Avoidable payments*), been unconditionally and Irrevocably paid and discharged in full and all facilities which might give rise to Secured Liabilities terminated, Homes England will, at the request and cost of the Chargor, execute such documents and take such steps necessary to release the Secured Property from the Security created by this Deed.
- 10.3.2 Homes England will, at the request and cost of the Chargor, execute such documents and take such steps necessary to release any Real Property, or any relevant interest in any Real Property, from the Security created by this Deed (to the extent that such Real Property or relevant interest is at that time Secured

Property) in accordance with clause 23 (*Homes England undertakings*) of the Facility Agreement.

11. PROTECTION OF THIRD PARTIES

11.1 No buyer from, or other person dealing with Homes England or any Receiver, will be concerned to enquire whether:

11.1.1 any money remains due under the Finance Documents;

11.1.2 any power which Homes England or a Receiver is purporting to exercise has arisen or become exercisable; or

11.1.3 Homes England or any Receiver is validly appointed and acting within its powers in accordance with this Deed.

11.2 The receipt of Homes England or any Receiver will be an absolute and conclusive discharge to a purchaser of any of the Secured Property who will have no obligation to enquire how any monies are applied.

12. PROTECTION OF Homes England

12.1 No liability as mortgagee in possession

Neither Homes England nor any Receiver will be liable to account to the Chargor as mortgagee in possession by reason of entering into possession of any of the Secured Property, nor for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable.

12.2 Tacking

The Security created by this Deed is intended to secure any further advances which Homes England is obliged to make under the Finance Documents.

12.3 Discretion of Homes England

Homes England is entitled to exercise its rights, powers and discretions under this Deed in accordance with the terms of the Finance Documents and the Chargor does not have any right to control or restrict Homes England's exercise of any of its rights, powers or discretions under this Deed.

13. SAVING PROVISIONS

13.1 Reinstatement

If, at any time, there has been a release, settlement or discharge of the Chargor's obligations under this Deed and, as a consequence of any Insolvency Event or for any other reason:

13.1.1 any payment made to any person in respect of any of the Secured Liabilities is required to be repaid; and/or

13.1.2 any Security (or other right) held by Homes England in respect of any of the Secured Liabilities (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the Chargor's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and/or (as applicable) the relevant obligation or Security (or other right) had not been so affected; and accordingly (but without limiting Homes England's other rights under this Deed) Homes England will be entitled to recover from the Chargor the value which Homes

England has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

13.2 Avoidable payments

If Homes England, acting reasonably, considers that any amount paid by or on behalf of the Chargor in respect of the Secured Liabilities is capable of being avoided, set aside or ordered to be refunded or reduced for any reason then, for the purposes of this Deed, such amount will not be considered to have been irrevocably paid.

13.3 Waiver of defences

The obligations of the Chargor under this Deed and the Security created by this Deed will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed or the Security created by this Deed (without limitation and whether or not known to it or Homes England) including:

- 13.3.1 any time, waiver or consent granted to, or composition with, the Chargor or other person;
- 13.3.2 the release of any other person under the terms of any composition or arrangement with any creditor of the Chargor;
- 13.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 13.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- 13.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 13.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- 13.3.7 any insolvency or similar proceedings.

13.4 Chargor Intent

Without prejudice to the generality of Clause 13.3 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

13.5 Immediate recourse

The Chargor waives any right it may have of first requiring Homes England (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim

payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

13.6 Appropriations

Until all amounts which may be or become payable by the Chargor under or in connection with the Finance Documents have been Irrevocably paid in full, Homes England (or any trustee or agent on its behalf) may:

13.6.1 refrain from applying or enforcing any other moneys, security or rights held or received by Homes England (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and

13.6.2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

14. CHANGES TO THE PARTIES

14.1 No assignment by Chargor

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

14.2 Assignment by Homes England

Homes England may assign any of its rights or transfer any of its rights or obligations under this Deed in accordance with the terms of the Facility Agreement.

15. COUNTERPARTS

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

16. GOVERNING LAW

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

17. JURISDICTION

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

17.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Deed will argue to the contrary.

17.3 This Clause 17 is for the benefit of Homes England only. As a result, Homes England, will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, Homes England may take concurrent proceedings in any number of jurisdictions.

This Deed is executed as a deed and delivered on the date stated at the beginning of this Deed.

SCHEDULE 1

Details of Secured Property

Part I Real Property

Address/description of the Real Property	Title number
<i>None</i>	

Part II Specified Shares

Name of company whose shares are held	Registration number (or equivalent, if any) of the company whose shares are held	Number and class of shares
<i>None</i>		

Part III Bank Accounts

Name or designation of Account	Account number	Sort Code	Name of institution and branch at which Bank Account held
Project Disposals Account	Redacted - Eversheds Sutherland (International) LLP		Barclays Bank PLC
Project Operating Account			Barclays Bank PLC
Rent Account			Barclays Bank PLC
Cost Overrun Account			Barclays Bank PLC
Cure Account			Barclays Bank PLC

**Part IV
Insurances**

Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
Combined Construction All Risks, Loss of Anticipated Revenue and Third Party Liability Insurance – Policy Number LB2037939	1 February 2020 to 31 January 2023	JLT, St Botolph Building, 138 Houndsditch, London, EC3A 7AW
Combined Construction All Risks, Loss of Anticipated Revenue and Third Party Liability Insurance – Policy Number LB2038445	1 February 2020 to 31 January 2023	JLT, St Botolph Building, 138 Houndsditch, London, EC3A 7AW
Excess Third Party Liability – Policy Number LB2038003	14 February 2020 to 13 February 2023	JLT, St Botolph Building, 138 Houndsditch, London, EC3A 7AW

**Part V
Assigned Agreements**

Brief description of agreement	Date of agreement	Parties to agreement (including address for service of notices)
<i>None</i>		

**Part VI
Specified IPR**

Brief description of right	Registration number (if any)	Date of renewal (if any)
<i>None</i>		

SCHEDULE 2

Notices

Part I Form of notice relating to Insurances

To: [NAME AND ADDRESS OF INSURANCE COMPANY / UNDERWRITER]

Dated: [DATE]

Dear Sirs,

Notice of Security

1. We refer to [SPECIFY POLICY], policy number [NUMBER] between us and you (the "Policy").
2. We give you notice that, under a security agreement dated [DATE], we have assigned by way of security to Homes and Communities Agency (trading as Homes England) ("Homes England") all of our present and future rights, title and interest in, under and to the Policy and all proceeds and claims arising from the Policy.
3. Until you receive written notice to the contrary from Homes England, you may continue to deal with us in relation to the Policy. After you receive such notice, we will cease to have any right to deal with you in relation to the Policy and you must deal directly with or upon the written instructions of Homes England.
4. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 4.1 to disclose such information relating to the Policy and to give such acknowledgements and undertakings relating to the Policy as Homes England may from time to time request;
 - 4.2 to make all payments under or in connection with the Policy (other than those made under third party liability insurances) in respect of any claim or series of connected claims in excess of £500,000 directly to Homes England or as Homes England may direct;
 - 4.3 to promptly notify Homes England of any renewal or variation (including those threatened or pending) to the Policy; and
 - 4.4 to give at least 30 days' notice to Homes England if you propose to:
 - 4.4.1 repudiate, rescind or cancel the Policy;
 - 4.4.2 treat the Policy as avoided in whole or in part;
 - 4.4.3 treat the Policy as expired due to non-payment of premium (and in such notice you must give Homes England the opportunity to rectify any such non-payment of premium within the notice period); or
 - 4.4.4 otherwise decline any claim under the Policy by or on behalf of any insured party.
5. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of Homes England.
6. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

7. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to Homes England (with a copy to us).

Yours faithfully,

.....
For and on behalf of
[CHARGOR]

[To be included on copy notice:]

To: Homes and Communities Agency (trading as Homes England) of One Friargate,
Coventry, CV1 2GN

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of Notice of Security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Policy and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim or other similar right in relation to amounts payable in connection with the Policy.

Yours faithfully,

.....
For and on behalf of
[INSURANCE COMPANY / UNDERWRITER]

Part II
Form of notice relating to Assigned Agreements
(other than Insurances)

To: [NAME AND ADDRESS OF COUNTERPARTY]

Dated: [DATE]

Dear Sirs,

Notice of Security

1. We refer to [AGREEMENT] between you and us dated [DATE] (the "**Agreement**").
2. We give you notice that, under a security agreement dated [DATE], we have assigned by way of security to Homes and Communities Agency (trading as Homes England) ("**Homes England**"), all of our present and future rights, title and interest in, under and to the Agreement.
3. We may not without the prior consent of Homes England:
 - 3.1 agree to any amendment, supplement, extension, waiver, surrender, release or termination of the Agreement;
 - 3.2 consent to any assignment or transfer of your interest under the Agreement; or
 - 3.3 assign any of our rights or transfer any of our rights or obligations under the Agreement.
4. Until you receive written notice to the contrary from Homes England, you may continue to deal with us in relation to the Agreement. After you receive such notice, we will cease to have any right to deal with you in relation to the Agreement and you must deal directly with or upon the written instructions of Homes England. We will remain liable to perform all our obligations under the Agreement and Homes England is under no obligation of any kind under the Agreement and assumes no liability in the event of any failure by us to perform our obligations under the Agreement.
5. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 5.1 to disclose such information relating to the Agreement and to give such acknowledgements and undertakings relating to the Agreement as Homes England may from time to time request; and
 - 5.2 to pay all amounts under or in connection with the Agreement to the account [in our name] with [ACCOUNT BANK] (account number [] and sort code []), unless otherwise directed by Homes England.
6. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of Homes England.
7. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
8. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to Homes England (with a copy to us).

Yours faithfully,

.....
For and on behalf of
[CHARGOR]

[To be included on copy notice:]

To: Homes and Communities Agency (trading as Homes England) of One Friargate,
Coventry, CV1 2GN

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Dear Sirs

Acknowledgement of Notice of security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Agreement and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off or counterclaim or any other similar right in relation to amounts payable in connection with the Agreement.

Yours faithfully,

.....
For and on behalf of
[COUNTERPARTY]

Part III

Form of notice of assignment of Accounts

Notice of Account Bank

Date: []

Notice of assignment

We hereby give notice that by a debenture dated [] 2020 made between [CHARGOR] (the "Chargor") (1) and the Homes and Communities Agency (trading as Homes England) ("Homes England") (2) (the "Debenture"), the Chargor has assigned (and, to the extent not validly or effectively assigned, charged by way of a fixed charge) to Homes England all its rights, title and interest present and future over the following accounts (the "Accounts") opened by it with you, as security for the obligations more particularly referred to in the Debenture:

Account

Project Disposal Account

Sort code:

Account number

Redacted - Eversheds
Sutherland (International)
LLP

Account number

Cost Overrun Account

Sort code:

Redacted - Eversheds
Sutherland (International)
LLP

Account number

Cure Account

Sort code:

Redacted - Eversheds
Sutherland (International)
LLP

Account number

Rent Account

Sort code:

Redacted - Eversheds
Sutherland (International)
LLP

(together the "Controlled Accounts")

Account

Project Operating Account

Sort code:

Account number

Redacted - Eversheds
Sutherland (International)
LLP

(the "Operating Account")

The Chargor hereby gives you notice that pursuant to the Debenture, it has, with full title guarantee, assigned (and, to the extent not validly or effectively assigned, charged by way of a fixed charge) to Homes England all its rights, title and interest in and to all amounts standing to the credit of the Accounts including from time to time together with all entitlements to the Accounts interest and other rights and benefits accruing to or arising in connection therewith (the "**Account Funds**").

In connection therewith and by way of security for its obligations to Homes England the Chargor hereby irrevocably and unconditionally instructs and authorises you (notwithstanding any previous instructions whatsoever which it may have given you to the contrary):

1. in respect of the Controlled Account:
 - 1.1 subject to paragraph 2.2 below, to operate the Controlled Account and make any payments from or withdrawals from the Controlled Account only in accordance with all proper Instructions authorised jointly by one authorised signatory of the Chargor (a "**Category A Signatory**") and two authorised signatories of Homes England (the Homes England signatories, together, the "**Category B Signatories**") pursuant to the mandates held by you; and
 - 1.2 subject to paragraph 2.2 below, to accept all instructions jointly given by one Category A Signatory and two Category B Signatories in connection with any payments from or withdrawals from the Controlled Account, at any time and from time to time, and to comply with all such instructions without any reference to or further authority from the Chargor or Homes England and without any enquiry by you as to the jurisdiction for such notice, statement or instructions or the validity thereof;
2. in respect of the Accounts:
 - 2.1 to disclose to Homes England without any reference to or further authority from the Chargor and without any enquiry by you as to the justification for such disclosure, such information relating to the Account Funds and the debt represented thereby as Homes England may, at any time and from time to time, request you to disclose to it;
 - 2.2 to comply with the terms of any written notice, statement or instructions in any way relating or purporting to relate to the Account Funds or the debt represented thereby which you receive at any time and from time to time from Homes England or without any reference to or further authority from the Chargor and without any enquiry by you as to the jurisdiction for such notice, statement or instructions or the validity thereof; and
3. in respect of the Operating Account, to permit the Chargor to continue to operate the Operating Account unless and until Homes England notifies you in writing to the contrary.

At any time following Homes England exercising its rights in relation to the Chargor pursuant to clause 14.6 (*Acceleration*) of the facility agreement dated [] made between, amongst others, the Chargor (1) and Homes England (2), Homes England may give notice to you pursuant to paragraph 2 above, that the instructions in paragraphs 1.1 and 1.2 above shall be solely exercisable by two Category B Signatories.

In respect of any notice or instructions received from Homes England pursuant to paragraph 2.2 above, we agree that you are not bound to enquire whether such rights of Homes England have arisen.

The instructions and authorisations which are contained in this letter will remain in full force and effect until Homes England gives you notice in writing revoking them. The instructions and authorisations given by the Chargor are irrevocable and may not be revoked by the Chargor.

In consideration of your accepting the instructions and authorisations which are contained in this letter the Chargor will at all times indemnify you and keep you indemnified from and against all actions, suits, proceedings, claims, demands, liabilities, damages, costs, expenses, losses and charges whatsoever in relation to or arising out of your acting on or complying with such instructions

and authorisations and the Chargor will pay or reimburse to you on demand the amount of all losses, costs and expenses whatsoever suffered or incurred from time to time by you under or by reason or in consequence of you acting or complying with such instructions and authorisations.

This letter will be governed by, and construed in accordance with, English law.

Would you please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by sending a letter addressed to us and to Homes England in the form attached hereto.

Yours faithfully

.....
Authorised Signatory

for and on behalf of

[CHARGOR]

Annexure - Notice of Account Bank

To: []
[]

Date:

Notice of authority to release funds

We hereby confirm that in accordance with clause [INSERT] of the Debenture dated [INSERT] made between [INSERT] (the **Chargor**) (1) and the Homes and Communities Agency (**Homes England**) (2) (the **Charge**) the Chargor and Homes England authorise the release of [£INSERT SUM] from the Account Funds on or within 10 working days of [INSERT DATE] to be made to [INSERT DETAILS OF PAYEE] into the following manner [by direct credit to the following account INSERT ACCOUNT DETAILS / by cheque made payable to [INSERTPAYEE].

Yours faithfully

Category A Signatory:

.....
Authorised Signatory
for and on behalf of
[Chargor]

Category B Signatory:

.....
Authorised Signatory
for and on behalf of
Homes and Communities Agency

.....
Authorised Signatory
for and on behalf of
Homes and Communities Agency

Form of Acknowledgement of the Account Bank to Homes England

The Homes and Communities Agency (Homes England)
 [INSERT ADDRESS OF THE CHARGE HOLDER]
 (the "**Chargee**")

and
 [INSERT NAME OF CHARGOR i.e. CUSTOMER / ACCOUNT HOLDER]
 [INSERT ADDRESS OF THE CHARGOR]
 (the "**Chargor**")

Dear Sirs

Notice of charge dated2020 (the "**Notice**") relating to the creation of security interest by the Chargor in favour of the charge in respect of the accounts as set out in the Notice

We refer to your Notice relating to the blocked accounts (the "**Controlled Accounts**") and the non-blocked account (the "**Operating Account**") as set out below (the Controlled Accounts and Operating Account being together referred to as the "**Accounts**"):

ACCOUNT HOLDER	CONTROLLED / OPERATING	ACCOUNT NUMBER	SORT CODE
BXS Limited Partnership Project Disposal Account	Controlled	Redacted - Eversheds Sutherland (International) LLP	
BXS Limited Partnership Cost Overrun Account	Controlled		
BXS Limited Partnership Cure Account	Controlled		
BXS Limited Partnership Rent Account	Controlled		
BXS Limited Partnership Project Operating Account	Operating		

We confirm that:

1. we will block the Controlled Accounts and not permit any further withdrawals by the Chargor unless and until we receive and acknowledge a notice from the Chargee informing us otherwise. Please note that we will not be able to permit withdrawals from the Controlled Accounts in accordance with the instructions of the Chargee unless and until it has provided a list of authorised signatories confirming which persons have authority on behalf of the Chargee to operate the Controlled Accounts and the Controlled Accounts will remain blocked and non-operational until that time;
2. we will continue to operate the Operating Account solely on the instructions of the relevant Chargor unless and until:
 - a. we have received to Pete Lowe, Barclays Real Estate Team, 6th Floor, One Snowhill, Snowhill Queensway, Birmingham, B3 2WN (or such other contact names and addresses as we may advise you of from time to time) a notice from the Chargee asking us to block the Operating Account together with a copy of the Notice and this Acknowledgement (the "**Blocking Notice**"); and

- b. the date at which we have acknowledged to the Chargee in writing that we have received the Blocking Notice, from which time we shall block the Operating Account and not permit further withdrawals by the Chargor.

Please note that we will not be able to permit withdrawals from the Operating Account in accordance with the instructions of the Chargee unless and until it has provided a list of authorised signatories confirming which persons have authority on behalf of the Chargee to operate the Operating Account and the Operating Account will remain blocked and non-operational until that time; and

3. to the best of our knowledge and belief the business team responsible for the Accounts has not, as at the date of this acknowledgement, received any notice that any third party has any right or interest whatsoever in or has made any claim or demand or taken any action *whatsoever against the Accounts and / or the debts represented thereby, or any part of any of it or them*; and
4. We confirm that we are not entitled to combine the Accounts with any other account or to exercise any right of set-off or counterclaim against money in the Accounts in respect of any sum owed to us provided that, notwithstanding any term of the Notice:
 - a. we shall be entitled at any time to deduct from the Accounts any amounts to satisfy any of our or the Chargor's obligations and/or liabilities incurred under the direct debit scheme or in respect of other unpaid sums in relation to cheques and payment reversals; and
 - b. our agreement in this Acknowledgement not to exercise any right of combination of accounts, set-off or lien over any monies standing to the credit of the Accounts in priority to the Chargee, shall not apply in relation to our standard bank charges and fees and any cash pooling arrangements provided to the Chargor; and
5. we will disclose to the Chargee any information relating the Accounts which the Chargee may from time to time request us to provide;
6. in the event of us receiving notice at any time that any person or entity other than the Chargor or the Chargee claims to have or claims it will acquire any right or interest whatsoever in the amounts standing to the credit of the Accounts or any part thereof we will as soon as is reasonably practical give written notice of the terms thereof to both the Chargee and the Chargor; and
7. any personal details provided to us by Homes England will be used only for the purpose of completing our internal "know your customer" process and such details will not be released externally to the Chargor or to any third party save for when we are required to do so by law.

We do not confirm or agree to any of the other matters set out in the Notice.

Our acknowledgement of the Notice is subject to the following conditions:

1. we shall not be bound to enquire whether the right of any person (including, but not limited to, the Chargee) to withdraw any monies from the Accounts has arisen or be concerned with (A) the propriety or regularity of the exercise of that right or (B) any notice contrary to the terms of a Blocking Notice or (C) be responsible for the application of any monies received by such person (including, but not limited to, the Chargee);
2. we shall have no liability to the Chargee relating to the Accounts whatsoever, including, without limitation, for having acted on instructions of the Chargee which on their face appear to be genuine, which comply with the terms of this notice and which otherwise comply in relation to the Operating Account, with the latest bank mandate and in relation

to Controlled Accounts with the Chargee's latest list of signatories held by us or relevant electronic banking system procedures in the case of an electronic instruction, and

3. we shall not be deemed to be a trustee for the Chargor or the Chargee of the Accounts.

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by the laws of England and Wales.

Yours faithfully

Name:

Position:

For and on behalf of Barclays Bank PLC

SCHEDULE 3

Form of Supplemental Legal Charge

This Supplemental Legal Charge is made as a deed on [DATE] between:

- (1) **BXS Limited Partnership**, a limited partnership established by the Limited Partnership Deed and registered in England and Wales with registration number LP017353 of 4 Stable Street, King's Cross, London, N1C 4AB (the "**Limited Partnership**") acting by its general partner **BXS GP Limited**, a company incorporated in England and Wales with registration number 10114429 of 4 Stable Street, London, United Kingdom, N1C 4AB (the "**General Partner**") (the "**Chargor**"); and
- (2) **Homes and Communities Agency (trading as Homes England)** of One Friargate, Coventry, CV1 2GN ("**Homes England**").

1. INTERPRETATION

1.1 Definitions

In this Supplemental Legal Charge:

"**Facility Agreement**" means a facility agreement dated [DATE] between, amongst others, the Chargor and Homes England.

"**Mortgaged Property**" means the Real Property listed in Part I of the Schedule (*Details of Secured Property*).

"**Secured Property**" means the assets of the Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Supplemental Legal Charge.

"**Security Agreement**" means a security agreement dated [DATE] between the Chargor and Homes England.

1.2 Interpretation

In this Supplemental Legal Charge:

1.2.1 unless a contrary indication appears, terms defined in the Facility Agreement and the Security Agreement have the same meaning in this Supplemental Legal Charge;

1.2.2 the provisions of clause 1.2 (*Interpretation*) of the Security Agreement apply to this Supplemental Legal Charge as if set out in full in this Supplemental Legal Charge, except that:

1.2.2.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Legal Charge; and

1.2.2.2 references to the Real Property listed in Schedule 1 (*Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Legal Charge; and

1.2.3 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Supplemental Legal Charge as if set out in full in this Supplemental Legal Charge.

1.3 Incorporation of other terms

The terms of the other Finance Documents and of any side letters between any of the parties to this Supplemental Legal Charge are incorporated into this Supplemental Legal Charge to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Third party rights

1.4.1 Unless expressly provided to the contrary in this Supplemental Legal Charge, a person who is not a party to this Supplemental Legal Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Supplemental Legal Charge.

1.4.2 Notwithstanding any term of this Supplemental Legal Charge, the consent of any person who is not a party to this Supplemental Legal Charge is not required to rescind or vary this Supplemental Legal Charge at any time.

2. COVENANT TO PAY

The Chargor, as principal debtor and not just as surety, covenants with Homes England to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

3. GRANT OF SECURITY

3.1 Mortgage

The Chargor charges by way of first legal mortgage the Mortgaged Property.

3.2 Fixed charges

The Chargor charges by way of first fixed charge:

3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Mortgaged Property;

3.2.2 all its plant and machinery situated on or forming part of the Mortgaged Property, excluding stock in trade, to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*); and

3.2.3 (save to the extent assigned under Clause 3.3 (*Assignment*)), all Associated Benefits relating to any of the Secured Property.

3.3 Assignment

The Chargor assigns by way of security the Insurances listed in Part II of the Schedule (*Details of Secured Property*) together with all Associated Benefits relating to the Secured Property.

4. INCORPORATION OF PROVISIONS

The terms of the Security Agreement apply to the Mortgaged Property to the extent that they apply to the Real Property listed in Schedule 1 (*Secured Property*) of the Security Agreement and will be deemed to be incorporated into this Supplemental Legal Charge as if set out in full in this Supplemental Legal Charge, except that:

4.1 references to "this Deed" in the Security Agreement shall be construed as references to this Supplemental Legal Charge; and

4.2 references to the Real Property listed in Schedule 1 (*Secured Property*) to the Security Agreement shall be construed as references to the Schedule to this Supplemental Legal Charge.

5. **RESTRICTION**

The Chargor shall ensure that a restriction in the following terms is entered on the register of title of the Mortgaged Property at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE OF SECURITY AGREEMENT] in favour of Homes and Communities Agency (trading as Homes England) referred to in the charges register or their conveyancer, or without a certificate signed by a conveyancer that the provisions of clause 3.7.2 of a facility agreement dated [DATE OF FACILITY AGREEMENT] have been complied with or that they do not apply to the disposition,"

and, where applicable, notice of any obligation on Homes England to make further advances under the terms of the Finance Documents. The Chargor shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

6. **CONTINUATION**

6.1 Except as supplemented by this Supplemental Legal Charge, the Security Agreement will remain in full force and effect.

6.2 On and from the date of this Supplemental Legal Charge:

6.2.1 this Supplemental Legal Charge and the Security Agreement shall be read and construed as one document and, in particular, the definition of "Secured Property" in the Security Agreement shall include the Secured Property; and

6.2.2 the Chargor acknowledges that references to a "Security Agreement" in the Facility Agreement are references to the Security Agreement as supplemented by this Supplemental Legal Charge.

7. **GOVERNING LAW**

This Supplemental Legal Charge and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

8. **JURISDICTION**

8.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Legal Charge (including a dispute regarding the existence, validity or termination of this Supplemental Legal Charge) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

8.2 The parties to this Deed agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Supplemental Legal Charge may argue to the contrary.

8.3 This Clause 8 is for the benefit of Homes England only. As a result, Homes England will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, Homes England may take concurrent proceedings in any number of jurisdictions.

This Supplemental Legal Charge is executed as a deed and delivered on the date stated at the beginning of this Supplemental Legal Charge.

SCHEDULE

Details of Secured Property

Part I – Mortgaged Property

Address/description of the Real Property	Title number
[]	[]
[]	[]

Part II – Insurances

Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
[]	[]	[]
[]	[]	[]

EXECUTION of SUPPLEMENTAL MORTGAGE

EXECUTION of SECURITY AGREEMENT

The Chargor

Executed as a deed by)
BXS LIMITED PARTNERSHIP acting by its)
general partner BXS GP Limited)
in the presence of:

Redacted - Eversheds
Sutherland (International)
LLP

Director of BXS GP Limited, acting as
general partner of BXS Limited
Partnership

Name: MICHAEL LIGHTBOUND

Witness signature: Redacted - Eversheds
Sutherland (International)
LLP

Witness name: **TINA LIGHTBOUND**

Witness address: Redacted - Eversheds
Sutherland
(International) LLP

Homes England

The common seal of)

HOMES AND COMMUNITIES AGENCY)

was hereunto affixed in the presence of:)

Authorised Signature:

Print Name: