

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006 as applied by  
The Limited Liability  
Partnerships (Application  
of Companies Act 2006)  
Regulations 2009

# LL MR01

## Particulars of a charge created by a Limited Liability Partnership (LLP)



**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

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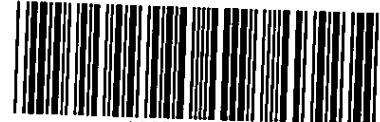
☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where  
instrument Use form

For further information, please  
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This form **must be delivered to the Registrar for registration**  
**21 days** beginning with the day after the date of creation of the  
delivered outside of the 21 days it will be rejected unless it is a  
court order extending the time for delivery

WEDNESDAY



A31 \*A2BSQMQX\* 03/07/2013 #78  
COMPANIES HOUSE

You **must** enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record

1

### LLP details

LLP number

0 C 3 8 2 6 7 5

LLP name in full

Littlewoods Bunker LLP (the "Chargor Company")

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

### Charge creation date

Charge creation date d1 d7 m0 m6 y2 y0 y1 y3

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

The Secretary of State for Communities and Local  
Government (the "Chargee")

Name

Name

Name

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

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

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Particulars of a charge created by a Limited Liability Partnership (LLP)

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## Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

### Continuation page

Please use a continuation page if you need to enter more details

Description

Legal Charge dated 17 June 2013 relating to the Littlewoods Bunker Building, Edge Lane, Liverpool made between (1) the Chargor Company and (2) The Secretary of State for Communities and Local Government (the "Chargee") ("Legal Charge")

5

## Fixed charge or fixed security

Does the instrument include a fixed 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 LLP?

☐ Yes

7

## Negative Pledge

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

☒ Yes

☐ No

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## Trustee statement ①

You may tick the box if the LLP 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 LL MR06)

9

## Signature

Please sign the form here

Signature

Signature

X 

X  
DLA PIPEL UK  
LLP

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

# LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



## Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the LLP's Registered Office address.

Contact name David Siddall (344446-1)

LLP name DLA Piper UK LLP

Address 101 Barbirolli Square

Manchester

Post town

County/Region

Postcode M 2 3 D L

Country

DX DX 14304 MANCHESTER

Telephone 08700 111 111



## Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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:

- ☒ [x] The LLP name and number match the information held on the public Register
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] 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 £13 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 LLPs registered in England and Wales

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

### For LLPs 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 LLPs 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

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



FILE COPY

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

LLP number. OC382675

Charge code. OC38 2675 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th June 2013 and created by LITTLEWOODS BUNKER LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 3rd July 2013

Given at Companies House, Cardiff on 8th July 2013



Department for  
Communities and  
Local Government



EUROPEAN UNION  
Investing in Your Future  
European Regional  
Development Fund 2007-13

DATED 17<sup>th</sup> June 2013

LITTLEWOODS BUNKER LLP (1)

and

THE SECRETARY OF STATE FOR (2)  
COMMUNITIES AND LOCAL  
GOVERNMENT

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LEGAL MORTGAGE  
LITTLEWOODS BUNKER BUILDING

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THIS LEGAL MORTGAGE IS SUBJECT TO THE TERMS  
OF THE DEED OF PRIORITY (AS DEFINED HEREIN)



DLA PIPER

I CERTIFY THAT, SAVE FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES ACT 2006  
THIS IS A TRUE COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DATE 02/07/13

SIGNED [Signature]  
DLA PIPER UK LLP DLA PIPER UK LLP

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DATE OF LEGAL MORTGAGE

17<sup>th</sup> June

2013

**PARTIES**

- (1) **LITTLEWOODS BUNKER LLP** whose registered office is at 2 Pennyblack Court, 21A Barton Road, Worsley, Manchester M28 2PD a limited liability partnership registered in England and Wales with number OC382675 (the "**Chargor**")
- (2) **THE SECRETARY OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT** whose principal address is Eland House, Bressenden Place, London SW1E 5DU (the "**Chargee**")

**INTRODUCTION**

- A The Chargee and the Chargor have entered into the Funding Agreement
- B Pursuant to the Funding Agreement the Chargee has required the Chargor to enter into this Deed

**IT IS AGREED THAT.**

**1 DEFINITIONS**

Unless the context otherwise requires, the terms which are defined in this clause shall have the meanings assigned to them by this clause

"**Act**" means the Law of Property Act 1925

"**Annexure**" means the annexure to this Deed

"**Deed**" means this legal mortgage

"**Deed of Priority**" means the deed of priority dated on or around the date hereof between Liverpool City Council (1), the Chargee (2), Homes & Communities Agency (3), Littlewoods Investment LLP (4) and the Chargor (5)

"**Default Rate**" means 2% above the base rate of Barclays Bank PLC from time to time

"**Encumbrance**" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing

"**Event of Default**" means any event or circumstance described in clause 12 of the Funding Agreement

"**Excess Profit**" means any amount due from the Chargor to the Chargee pursuant to clause 8 of Schedule 1 ("Project Specific Conditions") of the Funding Agreement



**"Funding Agreement"** means an agreement dated on or around the date of this Deed and made between the Chargee (1) and the Chargor (2)

**"Grant"** shall bear the meaning given to it in the Funding Agreement

**"Land Registration Acts"** means the Land Registration Act 1925 and the Land Registration Act 2002

**"Permitted Encumbrance"** means the entry into the legal charge and other security documents referred to in the Deed of Priority in favour of Liverpool City Council and/or Homes & Communities Agency and/or Littlewoods Investment LLP

**"Plan"** means the plan of the Property in the Annexure

**"Planning Acts"** means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990

**"Property"** means all that leasehold land known as the Bunker Building, Edge Lane, Liverpool more particularly described pursuant to a lease dated 5 April 2013 made between (1) Homes & Communities Agency and (2) the Chargor

**"Receiver"** means any receiver and/or manager not being an administrative receiver (within the meaning of Section 29(2) Insolvency Act 1986) appointed by the Chargee pursuant to this Deed

**"Repayment"** means all and any amounts of the Grant required to be repaid by the Chargor to the Chargee under the terms of the Funding Agreement

**"Secured Liabilities"** means all those obligations and liabilities which the Chargor covenants to pay or discharge under or pursuant to clause 3 1

**"Security Period"** means the period of Seven Years and One Month from the final date upon which the Chargor receives payment of the Grant in respect of the Property or such other date as may be agreed between the Parties pursuant to the terms of the Funding Agreement, and notified to the Parties under the terms of clause 11 of this Deed

## **2 INTERPRETATION**

- 2 1 Where appropriate, the singular includes the plural and vice versa Words importing one gender only or neuter include all other genders
- 2 2 References to clauses and schedules are to the clauses of and the schedules to this Deed and references to this Deed include its schedules
- 2 3 Where appropriate, a reference to a "person" shall be construed as a reference to any individual, firm, company, partnership, corporation or unincorporated body of persons
- 2 4 Reference to law or a law shall be construed as a reference to any present or future statute, statutory instrument, common law, decree, rule, order, judgment, EC directive or regulation treaty or other law of any jurisdiction

- 2 5 Any reference to any Act of Parliament, statutory provision or any EC directive or regulation shall be construed as a reference to that Act, provision, directive or regulation as the same may from time to time be modified, extended, re-enacted or renewed
- 2 6 Headings are inserted for convenience only and shall be ignored in its construction
- 2 7 Where the Chargee's prior consent or approval is required, that consent or approval must be obtained in writing and may be given subject to such conditions and restrictions as the Chargee may in its absolute discretion determine
- 2 8 Reference to this "Deed" or the "Funding Agreement" shall mean this legal mortgage or the Funding Agreement (as appropriate) and any schedules hereto or thereto as either may be from time to time amended, varied or supplemented whether by deed or otherwise
- 2 9 References to the Property shall be to the whole or any part of the Property unless the context requires otherwise
- 2 10 This Deed is intended to take effect as a deed notwithstanding that the Charge may have been executed under hand only

### **3 COVENANT TO PAY**

- 3 1 The Chargor covenants with the Chargee that it will discharge its obligations under the Funding Agreement, and covenants to pay to the Chargee on demand
- (a) the Repayment,
  - (b) the Excess Profit,
  - (c) interest on any amount demanded at the Default Rate from the date of demand until payment (before as well as after judgment) compounded monthly in arrears, and
  - (d) all costs and expenses incurred by the Chargee or by a Receiver in or about the enforcement or preservation of this Deed on a full indemnity basis
- 3 2 Upon receipt by the Chargee of the Secured Liabilities or, if earlier, at the end of the Security Period the Chargee will upon request of the Chargor unconditionally discharge and release the Property and all other assets of the Chargor from the security created by this Deed

### **4 PROPERTY CHARGED BY THIS DEED**

- 4 1 The Chargor as a continuing security for the payment and discharge of the Secured Liabilities hereby charges to the Chargee with full title guarantee by way of legal mortgage the Property and all buildings and fixtures thereon from time to time, and the benefit of all rights, easements and privileges appurtenant to or benefiting the same
- 4 2 The Chargor and the Chargee hereby apply to the Chief Land Registrar to enter a restriction on the register of the Property in the following terms

"Except under an order of the Registrar no transfer, charge or other disposition is to be registered without the consent of the proprietor for the time being of the charge dated 20[ ] made between (1) the Chargor (2) the Chargee "

## **5 COVENANTS BY THE CHARGOR**

5.1 The Chargor covenants with and undertakes to the Chargee as follows

### **(a) Negative pledge**

Not, without the Chargee's prior consent to create or attempt to create or permit to subsist or arise in favour of any person, other than a Permitted Encumbrance, any Encumbrance on or over the Property or any of its other property or assets or any agreement (conditional or otherwise) to create an Encumbrance

### **(b) Insurance and application of proceeds**

- (i) To ensure that the interest of the Chargee is noted on the insurance policy for the Property
- (ii) To insure and keep insured the Property against all usual risks insured by prudent persons and such other risks as the Chargee may from time to time require (acting reasonably), in the full amount of their reinstatement cost (due allowance being made in the case of the Property for inflation during the period of insurance and the cost of employing architects, surveyors and other professionals and demolition charges) with such insurers as the Chargee shall approve (such approval not to be unreasonably withheld or delayed) with the interest of the Chargee noted on the policy on terms requiring the insurers not to cancel the policy without giving at least 14 days prior written notice to the Chargee
- (iii) To pay all premiums and other money necessary for effecting and keeping up such insurance policy on the first day on which they fall due for payment provided such insurance cover is available in the market at commercially acceptable rates and on demand by the Chargee to deliver to the Chargee such policy and the receipt (or other evidence of payment satisfactory to the Chargee) for every premium payable in respect of such policy
- (iv) To hold all money received on any insurance whatsoever in respect of loss or damage to the Property in trust for the Chargee to be applied in making good the loss or damage in respect of which the money is received or following an Event of Default or, if earlier, the date on which any of the Secured Liabilities shall have fallen due for payment or discharge in or towards discharge of the Secured Liabilities if the Chargee so requires

### **(c) State of repair of buildings etc and entry and inspection**

- (i) To maintain all buildings, roads, car parks, footpaths, drains, sanitary, water apparatus and any other service media forming part of or serving the Property in no worse state of repair as they are in at the

date of this Deed provided that it is accepted the Chargor may carry out the Project Activities (as defined in the Funding Agreement)

- (ii) To permit the Chargee (and any agents appointed by it) to enter and view the Property to assess its state of repair and condition by appointment made at least seven days before the proposed day of inspection

**(d) Prohibition on parting with possession dealings with any leases**

Not, without the Chargee's prior consent (such consent not to be unreasonably withheld or delayed), to grant any lease, part with possession or share occupation of the Property or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof or permit any person

- (i) to be registered (jointly with the Chargor or otherwise) as proprietor under the Land Registration Acts of the Property nor knowingly create or permit to arise any overriding interest affecting the same within the definition in those Acts, or
- (ii) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property

**(e) Planning and user**

- (i) Save as otherwise envisaged by the Project Activities (as defined in the Funding Agreement) not without the Chargee's prior consent
  - (A) to make nor permit to be made any change of use or material change of use (within the meaning of the Planning Acts) of the Property from that at the date of this Deed, and
  - (B) to make nor permit to be made any change of use or material change of use from the Approved Use (as defined in the Funding Agreement), and
  - (C) not without forwarding to it a copy of the plans in respect thereof, carry out in, on, over or under the Property any development (within the meaning of the Planning Acts)
- (ii) To comply in all material respects with the conditions subject to which any permission for development of the Property (within the meaning of the Planning Acts) is granted, the building regulations and other bye-laws and the provisions of any other order, direction or requirement made or given by any planning or local authority, or any Minister of the Crown and keep the Chargee indemnified in respect of any breach thereof
- (iii) To observe and perform all covenants and stipulations for the time being affecting the Property or the mode of use or enjoyment of the same so as not to adversely affect the value or marketability of the

Property and not without the Chargee's prior consent to enter into any onerous or restrictive obligations affecting the Property

- (iv) Within seven days of receipt to send to the Chargee copies and, if required, the originals of any notice, order or proposal given, issued or made by the Chargor by any local or other authority or person whether under the Planning Acts or otherwise relating to the Property and without delay comply with any such lawful notice, order or proposal and at the request of the Chargee make or join with the Chargee in making such objections or representations against or in respect of any such notice, order or proposal as the Chargee shall deem expedient (acting reasonably)
- (v) To comply with all laws relating to anything on or done on the Property
- (vi) As and when the same become payable, pay and indemnify the Chargee and any Receiver against all existing and future rent, taxes, rates, duties, charges, licence fees, assessments and outgoings whatsoever which are payable in respect of the Property or by the owner or occupier thereof

**(f) Notification**

To notify the Chargee immediately of any act or omission which would entitle the Chargee to demand immediate repayment of the Secured Liabilities

- 5 2 If the Chargor at any time defaults in complying with any of the obligations under this Deed, the Chargee shall, without prejudice to its other rights under this Deed, be entitled (but not bound) to make good such default. All costs and expenses incurred by the Chargee under this provision shall be payable by the Chargor to the Chargee within 7 days of demand together with interest at the Default Rate from the date of payment by the Chargee until repayment (both before and after judgment) and if not so paid shall be added to the liabilities secured by this Deed
- 5 3 If, following a demand made pursuant to clause 5 1(b)(iii), the Chargor fails to deliver the policy of insurance in respect of the Property or receipt evidencing payment of the current premium (or other evidence of payment satisfactory to the Chargee) for the same the Chargee shall be entitled to assume that the Chargor has made default in insuring the Property and shall be entitled to take the action specified in clause 5 2
- 5 4 Without prejudice to clause 5 1(d), during the continuance of this Deed the Chargor may not exercise any of the statutory and any other powers of leasing, letting, entering into agreement for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies

**6 APPOINTMENT AND POWERS OF RECEIVER**

- 6 1 At any time on or after (i) an Event of Default and/or (ii) the date on which any of the Secured Liabilities shall have fallen due for payment or discharge and/or (iii) a request by the Chargor, the Chargee may, in writing under the hand of any director or manager of the Chargee, appoint any person to be a Receiver of the Property. A Receiver so appointed shall be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts or defaults and for his remuneration

Any Receiver so appointed shall in addition to any powers conferred by law and without the restrictions contained in section 103 of the Act, have the power on behalf of and at the cost of the Chargor

**(a) To take possession**

To take possession of, collect and get in the Property and all rents and other income thereof (whether accrued before or after the date of his appointment) in such manner as he may think fit

**(b) To sell and deal with the Property etc**

To sell (whether by public auction, private contract or otherwise) and without the need to observe the provisions of sections 99 and 100 of the Act, to lease or grant a licence or franchise of the Property or accept surrenders of any lease of the Property or otherwise dispose of or deal with the Property or (if the Property is leasehold) to vary or surrender the lease or concur in doing any of the same on such terms and for such consideration payable on such terms as in each case he may think fit

**(c) To maintain and develop the Property**

To commence or complete any unfinished demolition, construction, maintenance, repairs, improvements, development or reconstruction of the Property in such manner as he may in his absolute discretion think fit and obtain all necessary planning permission, building regulation approvals and any other permissions, consents or licences as may be necessary to develop or otherwise deal with the Property as he may in his absolute discretion think fit

**(d) To raise finance**

To raise or borrow any money from or incur any other liability to the Chargee or others on such terms and with or without security as he may think fit to enable him to exercise all the powers conferred on him (including borrowing money for the completion with or without modification of any building in the course of construction and any development or project which he considers beneficial notwithstanding that such borrowing may escalate out of proportion to the Secured Liabilities) and so that any such security may be or include a mortgage or charge on the Property ranking in priority to this Deed or otherwise

**(e) To settle disputes etc**

To bring, defend, compromise, settle or discontinue any claims, actions, suits or proceedings whatsoever whether civil or criminal which may arise or have arisen in connection with the Property or this Deed (including against the Chargor), or (if he considers appropriate) to submit the same to arbitration or allow time for payment of any debts either with or without security

**(f) To appoint professionals**

To appoint managers, agents, officers, servants and workmen for any of the purposes mentioned in this clause or to protect the Property at such salaries

and for such periods as he may determine and with power to dismiss the same

**(g) To insure**

To maintain, renew, take out or increase the insurance cover in respect of the Property

**(h) To form companies**

To promote the formation of companies with a view to the same purchasing, leasing, licensing, franchising or otherwise acquiring interests in the Property and arrange for such companies to trade or cease to trade and to purchase, lease, licence, franchise or otherwise acquire the Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit

**(i) To give receipts and execute documents and do all thing incidental**

To give valid receipts for all money and to sign any document and execute any deed and do all such acts and things which he considers incidental or conducive to any of his powers or for realising the Property and generally to use the name of the Chargor for all such purposes

6 2 Any Receiver shall in the exercise of his powers, authority and discretions conform to the directions from time to time given by the Chargee

6 3 No purchaser or other person shall be concerned to inquire whether any power exercised or purported to be exercised by a Receiver or the Chargee has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by or other dealing by a Receiver

6 4 Where more than one Receiver is appointed, each Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Chargee may specify to the contrary in its appointment

6 5 The Chargee may at any time and from time to time remove any Receiver appointed by it and appoint another in his place or appoint an additional person as Receiver and may either at the time of appointment or any time subsequently and from time to time fix the remuneration of any Receiver

**7 POWERS OF THE CHARGE**

7 1 At any time on or after (i) an Event of Default and/or (ii) the date on which any of the Secured Liabilities shall have fallen due for payment or discharge and/or (iii) a request by the Chargor, the Chargee may exercise (without further notice and without the restrictions contained in section 103 of the Act and whether or not it shall have appointed a Receiver) all or any powers conferred on mortgagees by the Act as hereby varied or extended and all the powers and discretion hereby conferred on a Receiver Nothing that shall be done by or on behalf of the Chargee shall render it liable to account as a mortgagee in possession for any sums other than actual receipts

7 2 The statutory powers of leasing conferred on the Chargee shall be extended so as to authorise the Chargee to lease and make agreements for leases at a premium or otherwise and to accept surrenders of leases and grant options as the Chargee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the Act

7 3 The Chargee and every Receiver, attorney, manager, agent or other person appointed by the Chargee under this Deed shall be indemnified by the Chargor in respect of all liabilities and expenses incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretions vested in them or under this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Property and the Chargee and any Receiver, attorney, manager, agent or other person may retain and pay all sums in respect of such liabilities and expenses out of any money received by it or him pursuant to the powers conferred by this Deed

## **8 APPLICATION OF MONEY RECEIVED**

Subject to the provisions of the Deed of Priority, all monies received by the Chargee or a Receiver shall be applied by it or him, as the case may be, in the following order

8 1 in satisfaction of the costs, charges, borrowings and expenses incurred by it or him,

8 2 in payment of such remuneration as may be agreed between any such Receiver and the Chargee at or from time to time after his appointment which, without prejudice to the generality of the foregoing, may be at a rate appropriate to the work and responsibilities involved and in accordance with the basis of charging from time to time adopted by the Receiver's firm (as applicable),

8 3 in or towards satisfaction of the Secured Liabilities, and

8 4 the surplus (if any) shall be paid to the person entitled thereto

## **9 FURTHER ASSURANCE**

The Chargor shall forthwith if and when called upon by the Chargee execute in favour of the Chargee or as the Chargee shall direct such further legal or other mortgages or charges as the Chargee shall require over the Property or its other assets to perfect the security hereby created or otherwise to secure the Secured Liabilities. Such mortgages or charges shall be prepared by or on behalf of the Chargee at the cost of the Chargor and be in such form as the Chargee may reasonably require

## **10 MISCELLANEOUS**

10 1 No delay or omission by the Chargee in exercising any right or power under this Deed shall impair such right or power or be construed as a waiver of such right or power nor shall any single or partial exercise or waiver of any such right or remedy preclude any further exercise of them or the exercise of any other right or power. The rights and remedies of the Chargee provided in this clause are cumulative and not exclusive of any rights or remedies provided by law

10 2 The Chargee may from time to time waive or authorise on such terms and conditions (if any) as it may choose, any breach or proposed breach by the Chargor of any of



the covenants, provisions or obligations contained in this Deed, without prejudice to the rights of the Chargee in respect of any subsequent breach of them

- 10 3 All provisions of this Deed are severable and distinct from one another and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby
- 10 4 This Deed shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, charge, mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Chargee and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Chargee now or hereafter dealing with exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable
- 10 5 No assurance, security or payment which may be avoided or adjusted under any enactment relating to bankruptcy or insolvency or under the Insolvency Act 1986 and no release, settlement or discharge given or made by the Chargee on the faith of any such assurance, security or payment shall prejudice or affect the right of the Chargee to recover from the Chargor (including the right to recover any monies which it may have been compelled by due process of law to refund under the provisions of the Insolvency Act 1986 and any costs payable by it pursuant to or otherwise incurred in connection with such process) or to enforce the security created by or pursuant to this Deed to the full extent of the Secured Liabilities

## **11 FORMAL DEMAND AND NOTICES**

- 11 1 Any notice to or demand upon the Chargor under this Deed shall be in writing and shall be deemed to be duly served if it is addressed to a director of the Chargor at its address stated above or such other address as it shall notify the Chargee and
- (a) is delivered by courier, or
  - (b) is sent by special delivery
- 11 2 Any written notice required to be served upon the Chargee under this Deed shall be served by courier or by sending it by special delivery to its address at the head of this Deed or such other address or addresses as shall from time to time be notified in writing by the Chargee
- 11 3 A notice or demand so served shall be deemed to have been received
- (a) if delivered by courier when the receipt for delivery is signed,
  - (b) if posted, 24 hours after being posted (except where that would result in receipt on a Saturday, Sunday or public holiday in which case it shall be deemed to be received on the next working day) notwithstanding that it is returned undelivered

**12 THIRD PARTY CONTRACT RIGHTS**

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any terms of this Deed

**13 DEED OF PRIORITY**

This Deed is subject to the Deed of Priority

**14 GOVERNING LAW AND JURISDICTION**

This Deed shall be governed by and construed in accordance with English law

**IN WITNESS** of which the parties have executed this Deed as a deed on the date set out above

**The Chargor**

Executed as a Deed by  
**LITTLEWOODS BUNKER LLP**  
acting by a member in the presence of a  
witness

)  
)  
)  
)

Member



Witness signature



TOM KELSALL

Address DLA Piper, 1st Barbican

Square, Manchester M2 3DL

Occupation

Solicitor.

**The Chargee**

**EXECUTED** as a **DEED** by affixing

)

**THE CORPORATE SEAL** of the

)

**SECRETARY OF STATE FOR**

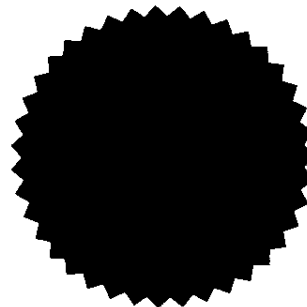
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**COMMUNITIES AND LOCAL**

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**GOVERNMENT** in the presence of

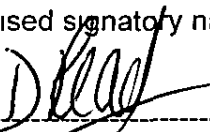
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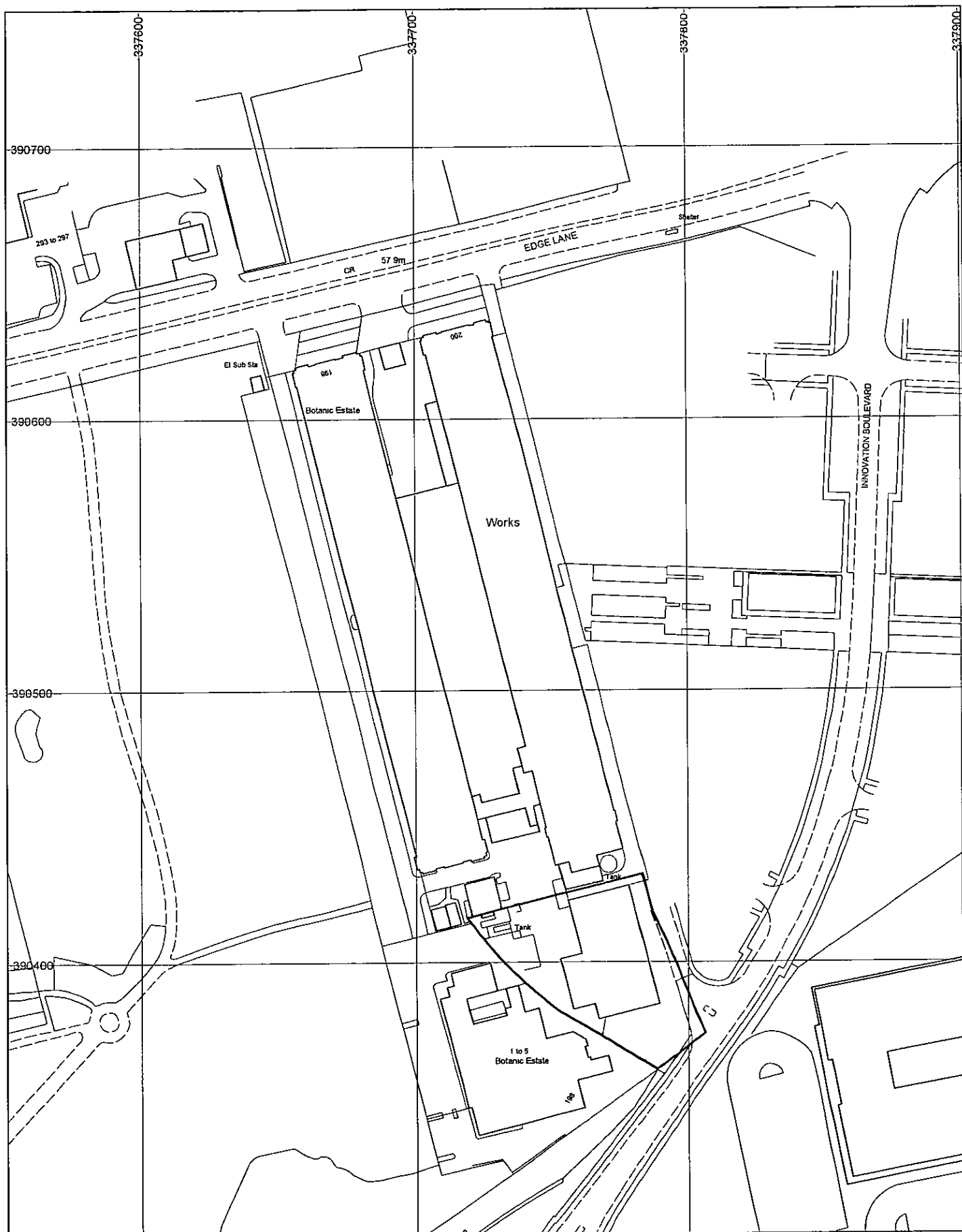
Seal Ref No/ERDF NW/0168

DAVID READ

Authorised signatory name



Authorised signatory signature



TITLE  
FORMER LITTLEWOODS BUILDING  
BUNKER BUILDING  
EDGE LANE  
LIVERPOOL

ITP NO

PCS NO

DRG NO

SXC642\_Bunker

DATE

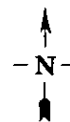
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Communities  
Agency

Spatial and Market  
Intelligence

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