



Registration of a Charge

Company Name: **HOMES FOR GOOD GLASGOW CIC**

Company Number: **SC597899**



Received for filing in Electronic Format on the: **01/12/2021**

XAIFYBO3

Details of Charge

Date of creation: **24/11/2021**

Charge code: **SC59 7899 0055**

Persons entitled: **SOCIAL AND SUSTAINABLE HOUSING GLASGOW LP**

Brief description:

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: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 597899

Charge code: SC59 7899 0055

The Registrar of Companies for Scotland hereby certifies that a charge dated 24th November 2021 and created by HOMES FOR GOOD GLASGOW CIC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st December 2021 .

Given at Companies House, Edinburgh on 1st December 2021

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**

DATE: 24 November 2021

FLOATING CHARGE

Between

HOMES FOR GOOD GLASGOW CIC
(as Chargor)

and

SOCIAL AND SUSTAINABLE HOUSING LP
(as Lender)

THIS CHARGE is delivered on the 24 day of November 2021 and granted by

- (1) HOMES FOR GOOD GLASGOW CIC, incorporated in Scotland with company number SC597899, whose registered office is situated at 123 Main Street, Bridgeton, Glasgow G40 1QD (the “Chargor”); and

in favour of:

- (2) SOCIAL AND SUSTAINABLE HOUSING LP registered in England and Wales with registered number LP020156 whose registered office is at 4th Floor, Reading Bridge House, George Street, Reading, RG1 8LS as lender (the “Lender”).

WHEREAS:

The Board of Directors of the Chargor is satisfied that the giving of the security contained or provided for in this Charge is in the interests of the Chargor and has passed a resolution to that effect.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this Charge, a defined term used but not otherwise defined in this Charge shall have the meaning given to that term in the Original Facility Letter:

“Account” means the account held with the Royal Bank of Scotland with sort code [REDACTED] and account number [REDACTED];

“Authorisation” means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

“Business Day” means a day when banks in the United Kingdom are open for business;

“Charged Property” means all the assets of the Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Lender by or pursuant to this Charge;

“Default Rate” means 3% per annum above the Lender’s cost of funding the Original Facility Letter as reasonably determined by the Lender from time to time;

“Delegate”: means any person appointed by the Lender or any Receiver pursuant to clauses 9.2 to 9.4 (*Delegation*) and any person appointed as attorney of the Lender and/or any Receiver or Delegate;

“Event of Default” means an “Event of Default” as described in any Facility Letter or any other document constituting any of the Secured Liabilities;

“Expenses” means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Lender or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Liabilities or in taking, holding or perfecting this Charge or in protecting, preserving, defending or enforcing the security constituted by this Charge or in exercising any rights, powers or remedies provided by or pursuant to this Charge (including any right or power to make payments on behalf of the Chargor under the terms of this Charge) or by law in each case on a full indemnity basis;

“Facility Letter” means:

(a) the Original Facility Letter;

(b) any other facility agreement, letter or instrument between the Chargor and the Lender relating to the Secured Liabilities from time to time;

“Finance Documents” means the Facility Letter, the Security Documents and any other document or certificate delivered in connection with such transaction documents.

“Liability Period” means the period beginning on the date of this Charge and ending on the date on which the Lender is satisfied, acting in good faith, that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

“Material Adverse Effect” means in the opinion of the Lender a material adverse effect on:

(a) the Chargor's ability to perform or otherwise comply with all or any of its obligations under the Finance Documents;

(b) the business, operations, property, condition (financial or otherwise) or prospects of the Chargor; or

(c) the validity or enforceability of, or the effectiveness or ranking of any security granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of the Lender under any of the Finance Documents;

“Original Facility Letter” means the secured sterling term loan facility letter dated on or about the date of this Charge and entered into between the Chargor as borrower and the Lender as lender;

“Party” means a party to this Charge;

“Receiver” means a receiver or administrative receiver in each case appointed under this Charge;

“Secured Liabilities” means all present and future indebtedness, moneys, obligations and liabilities of the Chargor to the Lender, in whatever currency denominated, whether actual or contingent, whether owed jointly or severally or as principal or as surety or in some other capacity and whether or not the Lender was an original party to the relevant transaction and in whatever name or style, including all interest, discount, commission and fees for which the Chargor may be or become liable to the Lender, together with all Expenses and all interest under clause 2.2 (*Interest*);

“Security” means a mortgage, charge, pledge, lien, assignation in security, standard security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

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

“VAT” means:

(a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and

(b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above or imposed elsewhere.

Construction

- 1.2 Any reference in this Charge to:
 - 1.2.1 the “Lender”, the “Chargor” or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - 1.2.2 “assets” includes present and future properties, real properties, revenues and rights of every description;
 - 1.2.3 “indebtedness” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - 1.2.4 a “person” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - 1.2.5 a “regulation” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - 1.2.6 a provision of law is a reference to that provision as amended or re-enacted; and
 - 1.2.7 an Event of Default which is “continuing” is an Event of Default which is continuing unwaived by the Lender.
- 1.3 Clause and schedule headings are for ease of reference only.
- 1.4 Any reference in this Charge to “this Charge” shall be deemed to be a reference to this Charge as a whole and not limited to the particular clause, schedule or provision in which the relevant reference appears and to this Charge as amended, novated, assigned, supplemented, extended, substituted or restated from time to time and any reference in this Charge to a “clause” or a “schedule” is, unless otherwise provided, a reference to a clause or a schedule of this Charge.
- 1.5 Any reference in this Charge to any Facility Letter or any other agreement or other document shall be construed as a reference to that Facility Letter or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned (however fundamentally), whether or not as a result of any of the same:
 - 1.5.1 there is an increase or decrease in any facility made available under that Facility Letter or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
 - 1.5.2 any additional, further or substituted facility to or for such facility is provided;
 - 1.5.3 any rate of interest, commission or fees or relevant purpose is changed;
 - 1.5.4 the identity of the parties is changed;
 - 1.5.5 the identity of the providers of any security is changed;
 - 1.5.6 there is an increased or additional liability on the part of any person; or
 - 1.5.7 a new agreement is effectively created or deemed to be created.
- 1.6 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.

- 1.7 Where any provision of this Charge is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.
- 1.8 Any change in the constitution of the Lender or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Charge.

Date of Delivery

- 1.9 This Charge is intended to take effect after its execution by the Chargor from the date of delivery of this Charge as evidenced by the date inserted at the start of this Charge.

Third Party Rights

- 1.10 Unless expressly provided to the contrary in this Charge (including, but without limitation, pursuant to clause 24.1 (*Assignment*)), this Charge does not confer on any person other than the Chargor and the Lender any right to enforce or otherwise invoke any term of this Charge under the Contract (Third Party Rights) (Scotland) Act 2017 or otherwise.
- 1.11 Notwithstanding any term of this Charge, the consent of any person who is not a Party is not required to rescind or vary this Charge at any time.
- 1.12 Any Receiver or Delegate may enforce or enjoy the benefit of any clause which expressly confers rights on it, subject to clause 1.11 above and the provisions of the Contract (Third Party Rights) (Scotland) Act 2017.

2. COVENANT TO PAY

Bond

- 2.1 The Chargor covenants with the Lender that it shall pay, perform and discharge the Secured Liabilities as and when the same fall due for payment, performance or discharge in accordance with their terms or, in the absence of any such express terms, on demand.

Interest

- 2.2 The Chargor covenants with the Lender to pay interest on any amounts due under clause 2.1 (*Covenant to Pay*) from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at such rate as may from time to time be fixed by the Lender and, if not so fixed, at the Default Rate, on the basis that all such interest will be payable upon such days in each year as the Lender shall from time to time fix and will be compounded with rests on such days in each year in the event of it not being so paid but without prejudice to the right of the Lender to require payment of such interest on demand at any time and provided that, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment.

3. FLOATING CHARGE

Creation of Floating Charge

- 3.1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, hereby grants a floating charge in favour of the Lender over all of the Chargor's rights in respect of the Account, any amount standing to the credit of the Account and the debt represented by it.

Ranking

- 3.2 In the event that the Chargor grants any Security after its execution of this Charge in breach of clause 5.2 (*Negative Pledge*) the floating charge created by clause 3.1 shall, subject to section 464(2) of the Companies Act 1985, rank in priority to any such security.

Waiver of rights

- 3.3 The obligations of the Chargor under this Charge and the rights, powers and discretions of the Lender under this Charge will not be reduced, discharged or otherwise affected by:
- 3.3.1 any time, waiver or consent granted to, or composition with the Chargor or any other person;
 - 3.3.2 the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of the Chargor;
 - 3.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights or remedies against, or Security over assets of the Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument;
 - 3.3.4 the Lender failing to realise the full value of any Security held by it;
 - 3.3.5 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 or any defective or excessive exercise of the Chargor's powers or authority;
 - 3.3.6 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) termination or replacement of the Secured Liabilities or any document, guarantee or Security related to the Secured Liabilities including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility or other document or Security;
 - 3.3.7 any unenforceability, illegality, invalidity, irregularity or frustration of any obligation (actual or purported) of any person under this Charge or any other document, guarantee or Security held in connection with the Secured Liabilities;
 - 3.3.8 any claim or enforcement of payment from the Chargor or any other person;
 - 3.3.9 any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, dissolution, limitation, disability, the discharge by operation of law or any similar proceedings in respect of the Chargor or any other person;
 - 3.3.10 any change in the constitution, name or style of the Chargor or any other person, or if such other person is a partnership or other unincorporated organisation, its dissolution or any change in its status or membership; or
 - 3.3.11 anything done or omitted to be done by the Lender or any other person which but for this provision might operate to exonerate or discharge or otherwise reduce or extinguish the liability of the Chargor under this Charge

Recourse

- 3.4 The Security constituted by this Charge:
- 3.4.1 is in addition to and is not in any way prejudiced by any guarantee or any other Security which the Lender may hold at any time for the Secured Liabilities (or any of them); and
 - 3.4.2 may be enforced without first having recourse to any other rights of the Lender.

4. FURTHER ASSURANCE

Further Assurance

- 4.1 The Chargor shall promptly do all such acts and execute all such documents (including assignments in security, transfers, mortgages, charges, pledges, standard securities notices and instructions) as the Lender or any Receiver may reasonably specify (and in such form as the Lender or any Receiver may reasonably require in favour of the Lender or its nominee(s)) to:
- 4.1.1 perfect the security created or intended to be created in respect of the Charged Property;
 - 4.1.2 confer on the Lender Security over any property and assets of the Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Charge;
 - 4.1.3 facilitate the exercise of any rights, powers and remedies of the Lender or any Receiver or Delegate provided by or pursuant to this Charge or by law; and/or
 - 4.1.4 facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property.

Necessary Action

- 4.2 The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Lender by or pursuant to this Charge.

5. UNDERTAKINGS

General

- 5.1 The undertakings in this clause 5 remain in force from the date of this Charge for so long as any amount is outstanding under this Charge.

Negative Pledge

- 5.2 The Chargor shall not create or extend or permit to arise or subsist any Security (other than any Security constituted by this Charge) over the whole or any part of the Charged Property other than with the prior written consent of the Lender.

Restriction on Disposals

- 5.3 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal in the ordinary course of trading (as conducted by the Chargor at the date of this Charge) or as expressly permitted under this Charge or with the prior consent of the Lender.

Access

Authorisations

- 5.4 The Chargor shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect, and supply certified copies to the Lender of, any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under this Charge and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this Charge.

Compliance with Laws and Regulations

- 5.5 The Chargor shall comply in all respects with all laws and regulations to which it or any Charged Property may be subject, if failure so to comply would materially impair its ability to perform its obligations under this Charge.

Book debts and receipts

- 5.6 The Chargor must get in and realise its:

5.6.1 Rental Income and other amounts due from tenants or any other occupiers of the Security Properties; and

5.6.2 book and other debts and other moneys due and owing to it in respect of and as such relate to the Security Properties,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into the Account) on trust for the Lender.

Power to remedy

- 5.7 If the Chargor fails to comply with any of the undertakings set out in clause 5, it shall allow and irrevocably authorises the Lender and/or such persons as it shall nominate to take such action on its behalf as shall be necessary to ensure that it complies with those undertakings. The Chargor shall within 3 Business Days of demand indemnify the Lender against any cost, loss or liability incurred by it in taking any of the steps referred to in this clause 5.7.

6. ENFORCEMENT OF SECURITY

When Security becomes Enforceable

- 6.1 The security constituted by this Charge shall become immediately enforceable:

6.1.1 after the occurrence of an Event of Default which is continuing; or

6.1.2 at the Chargor's request, or the Lender receives notice of intention to appoint an administrator or an administration application is made; or

6.1.3 after a meeting is called or a petition is presented for liquidation of the Chargor;

6.1.4 after any Security is enforced in respect of any assets of the Chargor.

- 6.2 After the security constituted by this Charge has become enforceable, the Lender may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit.

Right of Appropriation

- 6.3 To the extent that any of the Charged Property constitutes "financial collateral" and this Charge and the obligations of the Chargor under this Charge constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "FCA Regulations")), the Lender shall have the right, at any time after the security constituted by this Charge has become enforceable, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Liabilities. For this purpose, the Parties agree that the value of such financial collateral shall be (in the case of cash) the amount standing to the credit of each bank account of the Chargor, together with any accrued but unpaid interest, at the time the right of appropriation is exercised and (in the case of company shares or equivalent securities, bonds or other tradeable capital

markets debt instruments or other tradeable securities) the market price of such securities determined by the Lender by reference to a public index or by such other process as the Lender may select, including independent valuation. In each case, the Parties agree that the manner of valuation provided for in this clause 6.3 shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

7. APPOINTMENT OF RECEIVER AND ADMINISTRATOR

Appointment

7.1 At any time after the security constituted by this Charge has become enforceable or if the Chargor so requests the Lender in writing, the Lender may without prior notice to the Chargor:

7.1.1 appoint in writing any one or more persons to be a Receiver of the whole or any part or parts of the Charged Property; or

7.1.2 appoint one or more persons to be an administrator of the Chargor,

in each case in accordance with and to the extent permitted by applicable laws.

7.2 The Lender may not appoint a Receiver solely as a result of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under schedule A1 of the Insolvency Act 1986 except with leave of the court.

Removal

7.3 The Lender may by writing (or by an application to the court where required by law):

7.3.1 remove any Receiver appointed by it; and

7.3.2 appoint, whenever it deems it expedient, any one or more persons to be a new Receiver in the place of or in addition to any Receiver.

Statutory Powers of Appointment

7.4 The powers of appointment of a Receiver conferred by this Charge shall be in addition to all statutory and other powers of appointment of the Lender under applicable law and such powers shall be and remain exercisable from time to time by the Lender in respect of any part or parts of the Charged Property.

Capacity of Receiver

7.5 Each Receiver shall be deemed to be the agent of the Chargor for all purposes. The Chargor alone shall be responsible for a Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him.

7.6 If there is more than one Receiver holding office at the same time, each Receiver shall (unless the document appointing him states otherwise) be entitled to act (and to exercise all of the powers conferred on a Receiver under this Charge) individually or together with any other person appointed or substituted as Receiver.

Remuneration of Receiver

7.7 Subject to section 58 of the Insolvency Act 1986, the Lender may fix the remuneration of any Receiver appointed by it without any restriction imposed by law or otherwise and the remuneration of the Receiver shall be a debt secured by this Charge, which shall be due and payable immediately upon its being paid by the Lender.

8. POWERS OF RECEIVER

General

- 8.1 Each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this clause 8 in addition to those conferred by law.
- 8.2 Without prejudice to the generality of this clause 8, each Receiver shall have and be entitled to exercise in relation to the Chargor all the rights, powers conferred on him by statute, including, without limitation, all of the powers set out in schedule 2 to the Insolvency Act 1986 and, in addition to those powers will have the powers set out in clause 8.3 below.

Specific Powers

- 8.3 Each Receiver shall have the following powers (and every reference in this clause 8.3 to the “Charged Property” shall be read as a reference to that part or parts of the Charged Property in respect of which that Receiver was appointed):
- 8.3.1 power to take immediate possession of, get in and collect any Charged Property;
 - 8.3.2 power to carry on the business of the Chargor as he thinks fit;
 - 8.3.3 power to appoint and discharge managers, officers, agents, advisers, accountants, servants, workmen, contractors, surveyors, architects, lawyers and others for the purposes of this Charge upon such terms as to remuneration or otherwise as he thinks fit and power to discharge any such persons appointed by the Chargor (and the costs incurred by any Receiver in carrying out such acts or doing such things shall be reimbursed to that Receiver by the Chargor on demand and until so reimbursed shall carry interest at the rate specified in clause 2.2 (*Interest*) from the date of payment by the Receiver until reimbursed (after as well as before any judgment));
 - 8.3.4 power to raise and borrow money either unsecured or (with the prior consent of the Lender) on the security of any Charged Property either in priority to the security constituted by this Charge or otherwise and generally on any terms and for whatever purpose he thinks fit;
 - 8.3.5 power to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Charged Property;
 - 8.3.6 power to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Charged Property or in relation to the Chargor which may seem to him to be expedient;
 - 8.3.7 power to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising any Charged Property;
 - 8.3.8 power to form a subsidiary of the Chargor and transfer to that subsidiary any Charged Property;
 - 8.3.9 power to call any meeting of the members or directors of the Chargor in order to consider such resolutions or other business as he thinks fit;
 - 8.3.10 power to exercise in relation to any Charged Property all the powers and rights which he would be capable of exercising if he were the absolute beneficial owner of the same;

- 8.3.11 power to do all other acts and things which he may consider desirable or necessary for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Charge; and
- 8.3.12 power to exercise any of the above powers in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor.

Lender's Powers

- 8.4 To the fullest extent permitted by law, any right, power or discretion conferred by this Charge (either expressly or impliedly) upon a Receiver may after the security constituted by this Charge has become enforceable be exercised by the Lender in relation to any Charged Property, irrespective of whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

9. DISCRETIONS AND DELEGATION

Discretion

- 9.1 Any liberty or power which may be exercised or any determination which may be made under this Charge by the Lender or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

Delegation

- 9.2 Each of the Lender and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Charge (including the power of attorney).
- 9.3 Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Lender or any Receiver (as the case may be) shall think fit.
- 9.4 Neither the Lender nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

10. POWER OF ATTORNEY

Appointment and Powers

- 10.1 The Chargor irrevocably appoints the Lender, every Receiver and every Delegate severally and independently to be its attorney and in its name, on its behalf and to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:
 - 10.1.1 carrying out any obligation imposed on the Chargor by this Charge; and/or
 - 10.1.2 enabling the Lender or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Charge or by law (including the exercise of any right of an owner of the Charged Property).

Ratification

- 10.2 The Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under clause 10.1 (*Appointment and Powers*).

11. PROTECTION OF PURCHASERS

Consideration

- 11.1 The receipt of the Lender or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property (including a disposal by a Receiver or Delegate to any subsidiary of the Chargor) or in making any acquisition in the exercise of their respective powers, the Lender, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

Protection of Third Parties

- 11.2 No person (including a purchaser) dealing with the Lender, any Receiver or any Delegate shall be bound to enquire:
- 11.2.1 whether the Secured Liabilities have become payable; or
 - 11.2.2 whether any power which the Lender or any Receiver or Delegate is purporting to exercise has arisen or become exercisable; or
 - 11.2.3 whether any Secured Liabilities remain due to the Lender; or
 - 11.2.4 how any money paid to the Lender or to any Receiver or Delegate is to be applied,
- or shall be concerned with any propriety, regularity or purpose on the part of the Lender or any Receiver or Delegate in such dealings or in the exercise of any such power.

12. APPLICATION OF PROCEEDS

Order of Application

- 12.1 All moneys received or recovered by the Lender, any Receiver or any Delegate pursuant to this Charge, after the security constituted by this Charge has become enforceable, shall (subject to the claims of any person having prior rights thereto) be applied in the following order (but without prejudice to the right of the Lender to recover any shortfall from the Chargor):
- 12.1.1 in or towards payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights and powers, including his remuneration, and all outgoings paid by him;
 - 12.1.2 in or towards payment of all other Expenses;
 - 12.1.3 in or towards payment of all other Secured Liabilities or such part of them as is then due and payable to the Lender in such order as the Lender may select; and
 - 12.1.4 in payment of the surplus (if any) to the Chargor or other person entitled to it.
- 12.2 Clause 12.1 (*Order of Application*) will override any appropriation made by the Chargor.

New Accounts

- 12.3 If the Lender at any time receives, or is deemed to have received, notice of any subsequent Security or other interest affecting any Charged Property, the Lender may open a new account with the Chargor.
- 12.4 If the Lender does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, such notice. As from that time all payments made by or on behalf of the Chargor to the Lender shall be credited or be treated as having been credited to the new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

Currency Conversion

- 12.5 For the purpose of or pending the discharge of any of the Secured Liabilities, the Lender may (in its absolute discretion) convert any moneys received or recovered by the Lender or any Receiver or Delegate pursuant to this Charge or any moneys subject to application by the Lender or any Receiver or Delegate pursuant to this Charge from one currency to another and any such conversion shall be made at the Lender's spot rate of exchange for the time being for obtaining such other currency with the first currency and the Secured Liabilities shall be discharged only to the extent of the net proceeds of such conversion realised by the Lender. Nothing in this Charge shall require the Lender to make, or shall impose any duty of care on the Lender in respect of, any such currency conversion.

13. NO LIABILITY

- 13.1 Neither the Lender nor any Receiver or Delegate shall in any circumstances (either by reason of entering into or taking possession of any Charged Property or for any other reason and whether as creditor, heritable creditor, mortgagee in possession or on any other basis) be liable to account to the Chargor for anything, except actual receipts, or be liable to the Chargor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Charged Property or from any act, default or omission of the Lender, any Receiver, any Delegate or any of their respective officers, agents or employees in relation to the Charged Property or from any exercise or purported exercise or non-exercise by the Lender or any Receiver or Delegate of any power, authority or discretion provided by or pursuant to this Charge or by law or for any other loss of any nature whatsoever in connection with the Charged Property or this Charge.
- 13.2 If the Lender, any Receiver or any Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

14. SET-OFF

- 14.1 Without limiting any other rights conferred on the Lender by law or by any other agreements entered into with the Chargor, the Lender may (but shall not be obliged to) set off any matured obligation due from the Chargor under this Charge (to the extent beneficially owned by the Lender) against any obligation (whether matured or not) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If the obligation owed by the Lender is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation.

15. EFFECTIVENESS OF SECURITY

Continuing Security

- 15.1 The security constituted by this Charge shall remain in full force and effect as a continuing security for the Secured Liabilities, unless and until discharged by the Lender, and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

Cumulative Rights

- 15.2 The security constituted by this Charge and all rights, powers and remedies of the Lender provided by or pursuant to this Charge or by law shall be cumulative and in addition to, and independent

of, any other guarantee or Security now or subsequently held by the Lender for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior Security held by the Lender over the whole or any part of the Charged Property shall be superseded by, or supersede or merge into, the security constituted by this Charge.

Reinstatement

- 15.3 If any discharge, release or arrangement (whether in respect of the obligations of the Chargor or any Security for those obligations or otherwise) is made by the Lender in whole or in part on the faith of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of the Chargor under, the security constituted by this Charge will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- 15.4 The Lender may concede or compromise any claim that any payment or any discharge is liable to avoidance or restoration.

Appropriations

- 15.5 Until all the Secured Liabilities which may be or become payable by the Chargor under or in connection with this Charge have been irrevocably paid, performed and discharged in full, the Lender may:
- 15.5.1 without affecting the liability of the Chargor under this Charge:
- (c) refrain from applying or enforcing any other moneys, Security or rights held or received by it in respect of the Secured Liabilities; or
 - (d) apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and Chargor shall not be entitled to direct the appropriation of any such moneys, Security or rights or to enjoy the benefit of the same; and/or
- 15.5.2 hold in a suspense account any moneys received from the Chargor or on account of the Chargor's liability in respect of the Secured Liabilities. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Lender to be a fair market rate.

16. PAYMENTS

Manner of Payments

- 16.1 The Chargor shall make all payments required to be made by it under this Charge available to the Lender (unless a contrary indication appears in this Charge) for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment. Payment shall be made in the currency in which the relevant indebtedness is denominated or, if different, is expressed to be payable and to such account in the principal financial centre of the country of that currency with such bank as the Lender specifies.

No Set-off by Chargor

- 16.2 All payments to be made by the Chargor under this Charge shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

Tax Gross-Up

- 16.3 The Chargor shall make all payments to be made by it under this Charge without any deduction or withholding for or on account of Tax, unless such a deduction or withholding is required by law. The Chargor, promptly upon becoming aware that it must make such a deduction or withholding (or that there is any change in the rate or the basis of such a deduction or withholding), shall notify the Lender accordingly.
- 16.4 If a deduction or withholding for or on account of Tax from a payment under this Charge is required by law to be made by the Chargor, the amount of the payment due from the Chargor shall be increased to an amount which (after making any such deduction or withholding) leaves an amount equal to the payment which would have been due if no such deduction or withholding had been required.
- 16.5 If the Chargor is required to make a deduction or withholding for or on account of Tax from a payment under this Charge, the Chargor shall make that deduction or withholding and any payment required in connection with that deduction or withholding within the time allowed and in the minimum amount required by law. Within thirty days of making such a deduction or withholding or any payment required in connection with that deduction or withholding, the Chargor shall deliver to the Lender evidence reasonably satisfactory to the Lender that the deduction or withholding has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

17. EXPENSES, STAMP TAXES AND INDEMNITIES

Expenses

- 17.1 The Chargor shall, within three Business Days of demand, pay to the Lender and each Receiver or Delegate the amount of all costs and expenses (including legal fees) incurred by any of them in connection with the enforcement of, or the defence, protection and/or preservation of, any rights, remedies and powers under this Charge or the security constituted, or intended to be constituted, by this Charge and any proceedings instituted by or against the Lender as a consequence of taking or holding the security constituted, or intended to be constituted, by this Charge or enforcing any such rights, powers and remedies.

Stamp Taxes

- 17.2 The Chargor shall pay, and shall promptly on demand indemnify the Lender and every Receiver or Delegate against any cost, loss or liability any of them incurs in relation to, all stamp duty, registration and similar Taxes payable in connection with the entry into, performance or enforcement, of this Charge, the security constituted by this Charge or any judgment given in connection with this Charge.

General Indemnity

- 17.3 The Chargor shall, notwithstanding the release or discharge of all or any part of the security constituted by this Charge, promptly indemnify the Lender and every Receiver and Delegate against any cost, loss, liability or damage incurred by any of them as a result of:
- 17.3.1 any default or delay by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Charge;
 - 17.3.2 the taking, holding, protection or enforcement of the security constituted by this Charge; and

- 17.3.3 the exercise of any of the rights, powers, discretions and remedies vested in the Lender and each Receiver and Delegate by this Charge or by law in respect of the Charged Property.

Currency Indemnity

- 17.4 If any sum owing by the Chargor under this Charge (a “Sum”), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the “First Currency”) in which that Sum is payable into another currency (the “Second Currency”) for the purpose of:
- 17.4.1 making or filing a claim or proof against the Chargor;
- 17.4.2 obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings, or
- 17.4.3 applying the Sum in satisfaction of any of the Secured Liabilities,
- the Chargor shall as an independent obligation, within three Business Days of demand, indemnify the Lender and each Receiver or Delegate to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between:
- 17.4.4 the rate of exchange used to convert that Sum from the First Currency into the Second Currency; and
- 17.4.5 the rate or rates of exchange available to that person at the time of its receipt of any amount paid to it in satisfaction, in whole or in part, of such claim, proof, order, judgment or award.
- 17.5 The Chargor waives any right it may have in any jurisdiction to pay any amount under this Charge in a currency or currency unit other than that in which it is denominated or, if different, is expressed to be payable.

Value Added Tax

- 17.6 Any cost or expense referred to in this clause 17 is exclusive of any VAT that might be chargeable in connection with that cost or expense. If any VAT is so chargeable, it shall be paid by the Chargor at the same time as it pays the relevant cost or expense.

18. CERTIFICATES AND DETERMINATIONS

- 18.1 Any certificate or determination by the Lender of a rate or amount under this Charge is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

19. PARTIAL INVALIDITY

- 19.1 If, at any time, any provision of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the security constituted, or intended to be constituted, by this Charge is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

20. REMEDIES AND WAIVERS

- 20.1 No failure to exercise, nor any delay in exercising, on the part of the Lender, any right, remedy or power under this Charge shall operate as a waiver, nor shall any single or partial exercise of any right, remedy or power prevent any further or other exercise or the exercise of any other right,

remedy or power. The rights, remedies and powers provided in this Charge are cumulative and not exclusive of any rights, remedies or powers provided by law.

- 20.2 Any amendment, waiver or consent by the Lender under this Charge must be in writing and may be given subject to any conditions thought fit by the Lender. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

21. NOTICES

Communications in writing

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

Addresses

- 21.2 The address (and the department or officer, if any, for whose attention the communication is to be made) of the Chargor and the Lender for any communication or document to be made or delivered under or in connection with this Charge is that identified with its name below:

Chargor

Address: 123 Main Street, Bridgeton, Glasgow G40 1QD

For the Attention of: The directors

Lender

Address: 4th Floor, Reading Bridge House, George Street, Reading, RG1 8LS

For the Attention of: Stuart Sweeney

or any substitute address or department or officer as the Chargor may notify to the Lender (or the Lender may notify to the Chargor, if a change is made by the Lender) by not less than five Business Days' notice.

Delivery

- 21.3 Any communication or document made or delivered by one person to another under or in connection with this Charge will only be effective when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address and, if a particular department or officer is specified as part of its address details provided under clause 21.2 (*Addresses*), if addressed to that department or officer.
- 21.4 Any communication or document to be made or delivered to the Lender will be effective only when actually received by it and then only if it is expressly marked for the attention of the department or officer identified with the Lender's name in clause 21.2 (*Addresses*) (or any substitute department or officer as it shall specify for this purpose).

22. CONSENT TO REGISTRATION

- 22.1 The Chargor consents to the registration of this Charge and each certificate referred to in clause 18 (*Certificates and Determinations*) above for preservation and execution.

23. COUNTERPARTS

23.1 Where executed in counterparts:

23.1.1 this Charge shall not take effect until all of the counterparts have been delivered;

23.1.2 delivery will take place when the date of delivery is agreed between the Parties after execution of this Charge as evidenced by the date inserted at the start of this Charge.

23.2 Where not executed in counterparts this Charge shall take effect after its execution upon the date agreed between the Parties as evidenced by the date inserted at the start of this Charge.

24. ASSIGNATION

24.1 The Lender may assign, charge or transfer all or any of its rights under this Charge provided that the Lender must consult with the Chargor for no more than five days before the Lender may make any such assignment or transfer. The Lender may disclose any information about the Chargor and this Charge as the Lender shall consider appropriate to any actual or proposed direct or indirect successor or to any person to whom information is required to be disclosed by any applicable law or regulation.

24.2 The Chargor may not assign, charge, transfer or otherwise dispose of any part of the benefit or burden of this Charge or all or any of its rights under this Charge without the prior written consent of the Lender.

25. RELEASES

25.1 Upon the expiry of the Liability Period (but not otherwise) and subject to clauses 15.3 and 15.4 (*Reinstatement*), the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release the Charged Property from the security constituted by this Charge.

26. GOVERNING LAW

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

27. ENFORCEMENT

Jurisdiction

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

27.2 The Chargor agrees that the courts of Scotland are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.

27.3 Clauses 27.1 and 27.2 above are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Charge consisting of this and the preceding 18 pages is subscribed as follows:

THE CHARGOR

SUBSCRIBED for and on behalf of
HOMES FOR GOOD GLASGOW CIC
on being signed by
in the presence of:

)
)
)
)
)
)

Director

Name of witness:

Alice Simpson

Signature:

Address:

Occupation:

DIRECTOR OF ASSETS

All together at 123 Main Street, Glasgow G40 1QD

On the 24 day of November 2021

(date of signature)

THE LENDER

SUBSCRIBED for and on behalf of)

)

)

SOCIAL AND SUSTAINABLE HOUSING)

LP)

on being signed by JORGE LLORENS)

in the presence of: MARK BICKFORD)

)

Authorised signatory

Name of witness:

MARK BICKFORD

Signature:

Address:

Occupation:

FUND MANAGER

All together at LONDON

On the 24 day of NOVEMBER 2021

(date of signature)