



Registration of a Charge

Company name: **CASTLE HOWARD ESTATE LIMITED**

Company number: **00480214**



XA29NBRB

Received for Electronic Filing: **12/04/2021**

Details of Charge

Date of creation: **23/03/2021**

Charge code: **0048 0214 0054**

Persons entitled: **THE SECRETARY OF STATE FOR THE DEPARTMENT FOR DIGITAL, CULTURE, MEDIA AND SPORT**

Brief description: **THE FREEHOLD LAND KNOWN AS WANDALE FARMLAND, SLINGSBY YORK AS EDGED RED ON PLAN 1 REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER PART NYK441516. FOR FULL DETAILS OF THE CHARGES, PLEASE REFER DIRECTLY TO THE CHARGING DOCUMENT.**

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 TRUE, COMPLETE AND CORRECT COPY OF
THE VIRTUAL PDF ORIGINAL OF THE INSTRUMENT.**

Certified by:

CHRISTOPHER NASH, SOLICITOR, DLA PIPER UK LLP, LONDON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 480214

Charge code: 0048 0214 0054

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd March 2021 and created by CASTLE HOWARD ESTATE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th April 2021 .

Given at Companies House, Cardiff on 13th April 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**

DATED

23 March

2021

(1) CASTLE HOWARD ESTATE LIMITED

as Chargors

- and -

(2) THE SECRETARY OF STATE FOR THE DEPARTMENT FOR DIGITAL,
CULTURE, MEDIA AND SPORT

as Lender

LEGAL CHARGE

relating to

the properties set out at Schedule 2 of this
Agreement

I certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this is a true, complete and correct copy of the virtual PDF original of the instrument.



08/04/2021

DLA Piper UK LLP

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THIS DEED is made on

23 March

2021

BETWEEN:

- (1) **CASTLE HOWARD ESTATE LIMITED** a company incorporated and registered in England and Wales with company number 00480214 whose registered office is at Estate Office, Castle Howard, York, YO60 7DA (the "**Chargor**") and
- (2) **THE SECRETARY OF STATE FOR THE DEPARTMENT FOR DIGITAL, CULTURE, MEDIA AND SPORT** of 4th Floor, 100 Parliament Street, London SW1A 2BQ (the "**Lender**").

IT IS AGREED:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Repayable Finance Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and

- (b) the following terms have the following meanings:

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

"**Assigned Assets**" means the Security Assets expressed to be assigned pursuant to clause 3.2 (*Security assignments*);

"**Chargor's Retained Property**" means all the real estate assets vested in the Chargor, save for the Properties;

"**Default Rate**" means the rate of interest determined in accordance with clause 8.3 of the Repayable Finance Agreement;

"**Disposition**" means a disposition within the meaning of section 205 of the Law of Property Act 1925 but excludes any Permitted Dealing;

"**Environmental Claim**" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law;

"**Environmental Law**" means any applicable law, regulation, code of practice, circular, guidance note or the like (whether in the United Kingdom or elsewhere) which relates to:

- (a) the pollution or protection of the environment (including all gases, air, water vapour, waters (including ground and surface water), soil (surface and sub-surface), flora, fauna and all other natural resources); or
- (b) harm to or the protection of human health;
- (c) the conditions of the workplace; or

(d) any Hazardous Substance (including its generation, transportation, storage or disposal);

"Environmental Permit" means any permit, licence, Authorisation, consent or other approval required by any Environmental Law;

"Hazardous Substance" means any radioactive emissions and any natural or artificial substance (whether in solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) capable of causing harm to man or any other living organism or damaging:

- (a) the environment (including all gases, air, water vapour, waters (including ground and surface water), soil (surface and sub-surface), flora, fauna and all other natural resources); or
- (b) public health or welfare,
- (c) including any controlled, special, hazardous, toxic, radioactive or dangerous waste;

"Party" means a party to this Deed;

"Permitted Dealing" has the meaning in Schedule 5 of the Repayable Finance Agreement;

"Permitted Disposition" means:

- (a) any Disposition of the Chargor's Retained Property which does not require the reservation or grant of any easement of rights for the continued use and enjoyment of any Security Asset as certified to the Lender in writing by the Chargor's Conveyancer; or
- (b) any Disposition of the Chargor's Retained Property which reserves for the benefit of the any Security Asset all necessary rights, easements and benefits as are enjoyed by the same in a form approved and required by the Lender.

"Planning Acts" means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

"Premises" means all buildings and erections included in the definition of **"Security Assets"**;

"Properties" means each of the properties specified in part 1 of schedule 1 (*The Properties*) and each and every part of them, including where the context permits:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on those properties;
- (b) all easements, servitudes, rights in respect of those properties;
- (c) all rents from and proceeds of sale of those properties; and
- (d) the benefit of all covenants given in respect of those properties;

"Receiver" means any receiver, receiver and manager or administrative receiver appointed by the Lender under this Deed;

"Repayable Finance Agreement" means the repayable finance agreement dated the same date as this Deed and made between (1) the Chargor as borrower (2) the Lender as lender and (3) The Arts Council of England as agent pursuant to which the Lender agreed to make certain facilities available to the Chargor;

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to the Lender under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed);

"Security" means the Security Interests created by or pursuant to this Deed;

"Security Assets" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed;

"Security Interest" means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security; and

"Security Period" means the period starting on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

1.2 Interpretation

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

- (i) a **"Chargor"** or the **"Lender"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (ii) **"this Deed"**, the **"Repayable Finance Agreement"**, any other **"Finance Document"** or any other agreement or instrument shall be construed as a reference to this Deed, the Repayable Finance Agreement, such other Finance Document or such other agreement or instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of the Chargor or provides for further advances);
- (iii) **"assets"** includes any present and future properties, revenues and rights of every description and includes uncalled capital;
- (iv) an Event of Default that is **"continuing"** shall be construed as meaning an Event of Default that has not been waived by the Lender;
- (v) **"including"** or **"includes"** means including or includes without limitation;
- (vi) a reference to **"Property"** means any or all of them as the context may require;

- (vii) **"Secured Liabilities"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting the Chargor;
 - (viii) a provision of law is a reference to that provision as amended or re-enacted; and
 - (ix) the singular includes the plural and vice versa.
- (b) References to clauses and schedule are to be construed, unless otherwise stated, as references to clauses and the schedule of this Deed and references to this Deed include its schedule.
 - (c) Clause and schedule headings are for convenience only and shall not affect the construction of this Deed.
 - (d) Each undertaking of the Chargor (other than a payment obligation) contained in this Deed must be complied with at all times during the Security Period.
 - (e) The terms of the other Finance Documents and of any side letters between any of the parties thereto in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any disposition of the Properties contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
 - (f) If the Lender reasonably considers that an amount paid by the Chargor to the Lender under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
 - (g) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 Third party rights

A person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

2. COVENANT TO PAY

2.1 Covenant to pay

The Chargor, as principal obligor and not merely as surety, covenants in favour of the Lender that it will pay and discharge the Secured Liabilities from time to time when they fall due.

2.2 Default interest

- (a) Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Finance Document under which such amount is payable and, in the absence of such agreement, at the Default Rate from time to time.

- (b) Default interest will accrue from day to day and will be compounded at such intervals as the Lender considers are appropriate.

3. GRANT OF SECURITY

3.1 Fixed and floating charges

The Chargor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as a continuing security for payment of the Secured Liabilities, charges and agrees to charge in favour of the Lender all of its present and future right, title and interest in and to the following assets:

- (a) by way of first legal mortgage the Properties; and
- (b) by way of first fixed charge:
 - (i) the benefit of all agreements relating to the Property;
 - (ii) all proceeds of sale of the whole or any part of the Properties;
 - (i) the benefit of any rental deposit given or charged to the Chargor by any occupier of the Properties; and
 - (iii) all fittings at any time on the Properties;
- (c) by way of first floating charge all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or upon the Properties and the benefit of all licences, contracts and warranties in connection with the same;
- (d) to the extent that any Assigned Asset is not effectively assigned under clause 3.2 (*Security assignments*) by way of first fixed charge such Assigned Asset; and
- (e) the benefit of all licences, consents, and authorisations held or used in connection with the Chargor's ownership or use of the Properties.

3.2 Security assignments

The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to:

- (a) all Rental Income at any time arising (to the extent not validly mortgaged under clause 3.1(a); and
- (b) all Insurances.

To the extent that any Assigned Asset described in 3.2(b) is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances.

3.3 Notices

The Chargor shall:

- (a) if requested by the Lender, in respect of each Occupational Lease, deliver a duly completed notice to each tenant and each other party to that Occupational Lease and shall use its reasonable endeavours to procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 2 (*Form of notice to and acknowledgement by tenant*); and
- (b) immediately upon execution of this Deed (and immediately upon the obtaining of any Insurance after the date of this Deed), and upon the Lender's request from time to time, in respect of each of its Insurances, deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Lender an acknowledgement, in each case in the respective forms set out in schedule 3 (*Form of notice to and acknowledgement by insurers*),

or, in each case, in such other form as the Lender shall agree.

3.4 Assigned Assets

The Lender is not obliged to take any steps necessary to preserve any Assigned Asset or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.

4. CONVERSION OF FLOATING CHARGE

4.1 Conversion by notice

The Lender may, by written notice to the Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Lender considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

4.2 Small companies

The floating charge created under this Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor.

4.3 Automatic conversion

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
 - (i) the Chargor creates (or attempts or purports to create) any Security Interest (other than Permitted Security) on or over the relevant Security Asset without the prior written consent of the Lender; or
 - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Lender receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

4.4 Partial conversion

The giving of a notice by the Lender pursuant to clause 4.1 (*Conversion by notice*) in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender.

5. CONTINUING SECURITY

5.1 Continuing security

The Security is continuing and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

5.2 Additional and separate security

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Lender may at any time hold for any Secured Liability.

5.3 Right to enforce

This Deed may be enforced against the Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it.

6. LIABILITY OF CHARGOR RELATING TO SECURITY ASSETS

Notwithstanding anything contained in this Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Lender is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation.

7. REPRESENTATIONS

7.1 General

The Chargor makes the representations and warranties set out in this clause 7 to the Lender.

7.2 No avoidance

This Deed creates the Security Interests which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

7.3 Property

Save as disclosed in writing to the Lender (with a copy of such disclosure also sent to the Lender's solicitors at the same time, the Premises are in good and substantial repair.

7.4 Environment

- (a) The Chargor has obtained all requisite Environmental Permits which are and will remain in full force and effect.
- (b) The Chargor is and will at all times be, in compliance in all material respects with those Environmental Permits and all other applicable Environmental Laws.

7.5 Hazardous Substance

No Hazardous Substance has been or will be used, disposed of, generated, stored, transported, dumped, deposited, buried or emitted at, on, from or under the Properties or any Premises (whether or not owned, leased, occupied or controlled by the Chargor) in circumstances where this might result in a liability on the Chargor.

7.6 Time when representations made

All the representations and warranties in this clause 7 are made by the Chargor on the date of this Deed and are also deemed to be made by the Chargor on:

- (a) the date of the request to draw down the Loan under the Repayable Finance Agreement;
- (b) the date that the Loan is actually drawn down under the Repayable Finance Agreement; and
- (c) each date immediately succeeding the date on which interest is paid under the Repayable Finance Agreement in accordance with clause 8.2 of the Repayable Finance Agreement,

by reference to the facts and circumstances existing on each such date.

8. UNDERTAKINGS BY CHARGORS

8.1 No restrictive contracts

The Chargor shall not, except with the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any Security Asset.

8.2 No development

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

- (a) make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of the Properties; or
- (b) carry out or permit or suffer to be carried out on the Properties any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit or suffer to be changed the use of the Properties.

8.3 Inspection by Lender

The Chargor shall permit the Lender and any person nominated by it at all reasonable times with reasonable notice to enter any part of the Properties and view the state of it.

8.4 Investigation of title

The Chargor shall grant the Lender on request all reasonable facilities within the power of the Chargor to enable the Lender (or its lawyers) to carry out investigations of title to the Properties and to make all enquiries in relation to any part of the Properties which a prudent mortgagee might carry out. Those investigations shall be carried out at the expense of the Chargor.

8.5 Insurance

- (a) The Chargor shall at all times comply with its obligations as to insurance and the proceeds of insurance in respect of the Security Assets set out in the Repayable Finance Agreement and any other Security Document (and, in particular, clause 13 (*Covenants*) of the Repayable Finance Agreement) and references in those clauses to "*the Borrower*" shall be read as references to "*the Chargor*";

8.6 Rental Income

The Chargor shall:

- (a) without prejudice to clause 8.1 (*No restrictive contracts*) but in addition to the restrictions in that clause), not, without the prior written consent of the Lender, sell, assign, charge, factor or discount or in any other manner deal with any Rental Income; and
- (b) collect all Rental Income promptly and deal with it in accordance with the Repayable Finance Agreement, and in particular, 13.20 (*Covenants*) of the Facility Agreement.

8.7 Information

The Chargor shall provide the Lender with all information which it may reasonably request in relation to the Security Assets.

8.8 Not prejudice

The Chargor shall not do, cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

9. POWER TO REMEDY

9.1 Power to remedy

If at any time the Chargor does not comply with:

- (a) any of its obligations under this Deed; or
- (b) any contractual, statutory, common law or other legal obligation affecting the Properties,

the Lender (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The Chargor irrevocably authorises the Lender and its employees and agents by way of security to do all such things which are necessary or desirable to rectify that default (including entering the Properties complying with or objecting to any notice served on the Chargor in respect of the Properties or taking any action which the Lender may consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice).

9.2 Mortgagee in possession

The exercise of the powers of the Lender under this clause 9 shall not render it liable as a mortgagee in possession.

9.3 Monies expended

The Chargor shall pay to the Lender on demand any monies which are expended by the Lender in exercising its powers under this clause 9, together with interest at the Default Rate from the date on which those monies were expended by the Lender (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

10. POWERS OF LEASING

The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender shall think fit and without the need to comply with section 99 or 100 of the Act.

11. WHEN SECURITY BECOMES ENFORCEABLE

11.1 When enforceable

This Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.

11.2 Statutory powers

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.

11.3 Enforcement

After this Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of the Security in such manner as it sees fit.

12. ENFORCEMENT OF SECURITY

12.1 General

For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Security.

12.2 Powers of Lender

- (a) At any time after the Security becomes enforceable, the Lender may without further notice (unless required by law):
 - (i) (or if so requested by the Chargor by written notice at any time may) appoint any person or persons to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
 - (ii) appoint or apply for the appointment of any person who is appropriately qualified as administrator of the Chargor; and/or
 - (iii) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver.
- (b) The Lender is not entitled to appoint a Receiver in respect of any Security Assets of the Chargor which are subject to a charge which (as created) was a floating charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor.

12.3 Redemption of prior mortgages

At any time after the Security has become enforceable, the Lender may:

- (a) redeem any prior Security Interest against any Security Asset; and/or
- (b) procure the transfer of that Security Interest to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security Interest and any accounts so settled and passed shall be conclusive and binding on the Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Lender on demand.

12.4 Privileges

- (a) Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargor under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial

Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) each Receiver and the Lender shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.

- (c) For the purpose of clause 12.4(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it.

12.5 No liability

- (a) Neither the Lender nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 12.5(a), neither the Lender nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

12.6 Protection of third parties

No person (including a purchaser) dealing with the Lender, any Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable; or
- (b) whether any power which the Lender or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due under any Finance Document; or
- (d) how any money paid to the Lender or to the Receiver is to be applied.

13. RECEIVER

13.1 Removal and replacement

The Lender may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

13.2 Multiple Receivers

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

13.3 Remuneration

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender).

13.4 Payment by Receiver

Only monies actually paid by a Receiver to the Lender in relation to the Secured Liabilities shall be capable of being applied by the Lender in discharge of the Secured Liabilities.

13.5 Agent of Chargors

Any Receiver shall be the agent of the Chargor. The Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Lender shall incur no liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

14. POWERS OF RECEIVER

14.1 General powers

Any Receiver shall have:

- (a) all the powers which are conferred on the Lender by clause 12.2 (*Powers of Lender*);
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (d) all powers which are conferred by any other law conferring power on receivers.

14.2 Additional powers

In addition to the powers referred to in clause 14.1 (*General powers*), a Receiver shall have the following powers without limitation:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets as he thinks fit and, to the extent applicable, to provide facilities and services to tenants;
- (c) to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act. Fixtures may be severed and sold separately from the Properties containing them, without the consent of the Chargor. The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such

consideration may be dependent upon profit or turnover or be determined by a third party). Any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;

- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any part of the Properties or Premises and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any part of the Properties or Premises);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor;
- (g) to take any such proceedings (in the name of the Chargor or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Lender shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to the extent possible, to form one or more Subsidiaries of the Chargor, and to transfer to any such Subsidiary all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of the Properties (or any part thereof) and to apply for any new or extended lease; and
- (m) to:
 - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
 - (ii) exercise in relation to the Security Assets (or any part of them) all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
 - (iii) use the name of the Chargor for any of the above purposes.

15. APPLICATION OF PROCEEDS

15.1 Application

All monies received by the Lender or any Receiver under or in connection with this Deed or the Security Assets after the Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Security) be applied in the following order:

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by the Lender or any Receiver under or in connection with this Deed or the Security Assets and of all remuneration due to the Receiver in connection with this Deed or the Security Assets;
- (b) *secondly*, in or towards the satisfaction of the remaining Secured Liabilities; and
- (c) *thirdly*, in payment of any surplus to the Chargor or other person entitled to it.

15.2 Contingencies

If the Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Lender or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account.

16. SET-OFF

16.1 Lender's right of set-off

The Lender may at any time set off any liability of the Chargor to the Lender against any liability of the Lender to the Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Deed. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 15 shall not limit or affect any other rights or remedies available to it under this Deed or otherwise.

16.2 No obligation to set off

The Lender is not obliged to exercise its rights under clause 15.1. If, however, it does exercise those rights it must promptly notify the Chargor of the set-off that has been made.

16.3 Exclusion of Chargor's right of set-off

All payments made by the Chargor to the Lender under this Deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

17. DELEGATION

Each of the Lender and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by it under this Deed upon any terms (including power to sub-delegate) which it may think fit. 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 such delegate or sub-delegate.

18. FURTHER ASSURANCES

18.1 Further action

The Chargor shall, at its own expense, promptly take whatever action the Lender or a Receiver may require for:

- (a) creating, perfecting or protecting the Security Interests intended to be created by this Deed; and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Lender or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the re-execution of this Deed or such Security Document together with the mutual grant or reservation of all necessary rights and easements required for the reasonable enjoyment of any Security Asset in such form as the Lender or Receiver may require or the execution of any transfer, conveyance, assignment or assurance of any property (whether to the Lender or to its nominees), the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender may think expedient.

In event that the Lender or Receiver exercises its power of sale under this Agreement, the Lender or Receiver agree to grant or reserve all necessary rights and easements required for the reasonable enjoyment of the Chargor's Retained Property.

18.2 Finance Documents

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 the Finance Documents.

18.3 Specific security

Without prejudice to the generality of clause 18.1 (*Further action*) the Chargor will immediately upon request by the Lender execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed (including any fixed security arising or intended to arise pursuant to clause 4 (*Conversion of floating charge*)).

19. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed, including under clause 18 (*Further assurances*). The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

20. PAYMENTS

20.1 Payments

Subject to clause 20.2 (*Gross-up*), all payments to be made by the Chargor in respect of this Deed shall be made:

- (a) in immediately available funds to the credit of such account as the Lender may designate; and
- (b) without (and free and clear of, and without any deduction for or on account of):
 - (i) any set-off or counterclaim; or
 - (ii) except to the extent compelled by law, any deduction or withholding for or on account of Tax.

20.2 Gross-up

If the Chargor is compelled by law to make any deduction or withholding from any sum payable under this Deed to the Lender the sum so payable by the Chargor shall be increased so as to result in the receipt by the Lender of a net amount equal to the full amount expressed to be payable under this Deed.

21. STAMP DUTY LAND TAX AND OTHER TAXES

The Chargor shall:

- (a) pay all present and future stamp, registration and similar Taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this Deed or any judgment given in connection therewith; and
- (b) indemnify the Lender and any Receiver on demand against any and all costs, losses or liabilities (including, without limitation, penalties) with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar Taxes or charges.

22. COSTS AND EXPENSES

22.1 Transaction and amendment expenses

The Chargor shall promptly on demand pay to the Lender the amount of all costs, charges and expenses (including, without limitation, legal fees, valuation, accountancy and consultancy fees (and any VAT or similar Tax thereon)) incurred by the Lender in connection with:

- (a) the negotiation, preparation, printing, execution, registration, perfection and completion of this Deed, the Security or any document referred to in this Deed; or
- (b) any actual or proposed amendment or extension of, or any waiver or consent under, this Deed.

22.2 Enforcement and preservation costs

The Chargor shall promptly on demand pay to the Lender and any Receiver the amount of all costs, charges and expenses (including, (without limitation) legal fees (and any VAT or similar Tax thereon)) incurred by any of them in connection with the enforcement, exercise or preservation (or the attempted enforcement, exercise or preservation) of any of their respective rights under this Deed, the Security or any document referred to in this Deed (including all remuneration of the Receiver).

22.3 Default interest

Any amount demanded under clause 22.1 (*Transaction and amendment expenses*) or 22.2 (*Enforcement and preservation costs*) shall bear interest at the Default Rate (both before and after judgment) from the day on which those costs, charges or expenses were paid, incurred or charged by the relevant person and otherwise in accordance with clause 2.2 (*Default interest*).

23. CURRENCIES

23.1 Conversion

All monies received or held by the Lender or any Receiver under this Deed may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Bank of England's then prevailing spot selling rate of exchange. The Chargor shall indemnify the Lender against all costs, charges and expenses incurred in relation to such conversion. Neither the Lender nor any Receiver shall have any liability to the Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

23.2 Currency indemnity

No payment to the Lender (whether under any judgment or court order or in the liquidation, administration or dissolution of the Chargor or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made, unless and until the Lender shall have received payment in full in the currency in which the obligation or liability was incurred and, to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency, the Lender shall have a further separate cause of action against the Chargor and shall be entitled to enforce the Security to recover the amount of the shortfall.

24. INDEMNITY

The Chargor shall indemnify the Lender, any Receiver and any attorney, agent or other person appointed by the Lender under this Deed and the Lender's officers and employees (each an "**Indemnified Party**") on demand against any cost, loss, liability or expense (however arising) incurred by any Indemnified Party as a result of or in connection with:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Deed;
- (b) the Security Assets or the use or occupation of them by any person (including any Environmental Claim); or
- (c) any breach by the Chargor of any of its obligations under this Deed.

25. MISCELLANEOUS

25.1 Appropriation and suspense account

- (a) The Lender may apply all payments received in respect of the Secured Liabilities in reduction of any part of the Secured Liabilities as it thinks fit. Any such appropriation shall override any appropriation by the Chargor.
- (b) All monies received, recovered or realised by the Lender under, or in connection with, this Deed may at the discretion of the Lender be credited to a separate interest bearing suspense account for so long as the Lender determines (with interest accruing thereon at such rate, if any, as the Lender may determine for the account of the Chargor) without the Lender having any obligation to apply such monies and interest or any part thereof in or towards the discharge of any of the Secured Liabilities.

25.2 New accounts

If the Lender receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security Interest affecting any Security Asset and/or the proceeds of sale of any Security Asset, it may open a new account or accounts for the Chargor. If it 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 to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Liabilities.

25.3 Changes to the Parties

- (a) The Chargor may not assign any of its rights under this Deed.
- (b) The Lender may assign or transfer or grant participations in all or any part of its rights under this Deed in accordance with the Repayable Finance Agreement. The Chargor shall, immediately upon being requested to do so by the Lender, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

26. HM LAND REGISTRY

26.1 Articles of association

The Chargor certifies that the Security does not contravene any of the provisions of its articles of association.

26.2 Tacking

- (a) The Lender shall perform its obligations under the Repayable Finance Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

26.3 Restriction on register

- (a) The Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Lender) for a restriction in the following terms to be entered on the Register of Title relating to any property registered at HM

Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

"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 [u] 20[u] in favour of the Secretary of State for the Department for Digital, Culture, Media and Sport referred to in the charges register or their conveyancer."

- (b) The Chargor agrees to the Lender completing a Land Registry Form RX1 on its behalf and consents to the entry of a restriction in Form N against the Chargor's Retained Property in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the Secretary of State for the Department of Digital, Culture, Media and Sport or their conveyancer."

- (c) The Lender agrees with the Chargor that the Lender shall:
- (i) provide a consent in accordance with the requirements of the Land Registry from time to time for the registration of a Permitted Disposition at the Land Registry promptly upon receipt of a written request from the Chargor together with, where necessary, the relevant certificate from the Chargor's Conveyancer or such other evidence that the dealing is a Permitted Disposition; and
 - (ii) within 10 Working Days from the date of discharge of this Agreement apply for the withdrawal of the restriction entered against the title to the Chargor's Retained Property.

26.4 Exempt information

- (a) The Chargor:
- (i) authorises the Lender to make any application which the Lender deems appropriate for the designation of this Deed, the Repayable Finance Agreement or any other Finance Document as an exempt information document under rule 136 of the Land Registration Rules 2003;
 - (ii) shall use its best endeavours to assist with any such application made by or on behalf of the Lender; and
 - (iii) shall notify the Lender in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed, the Repayable Finance Agreement or any other Finance Document, following its designation as an exempt information document.
- (b) The Chargor shall not make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document.

26.5 General provisions regarding LRA filings

- (a) The Chargor shall promptly make all applications to and filings with HM Land Registry which are necessary or desirable under the Land Registration Rules to protect the Security.
- (b) The Chargor shall not, without the prior written consent of the Lender, permit any person to be or become registered under the Land Registration Act 2002 as the proprietor of a Security Asset who is not so registered under the Land Registration Act 2002 at the date of this Deed.

27. CERTIFICATES, AMENDMENTS AND WAIVERS

27.1 Amendments and waivers

Any provision of this Deed may be amended only if the Lender and the Chargor so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

27.2 Calculations and certificates

A certificate of the Lender specifying the amount of any Secured Liability due from the Chargor (including details of any relevant calculation thereof) shall be prima facie evidence of such amount against the Chargor in the absence of manifest error.

27.3 Waiver, rights and remedies

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

28. NOTICES

28.1 Delivery

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

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by email; and
- (c) sent to:
 - (i) the Chargor at:
the Borrower Notice Details;

(ii) the Lender at:

4th Floor, 100 Parliament Street, London, SW1A 2BQ

Email: enquiries@culture.gov.uk

Attention: The Secretary of State for Digital, Culture, Media and Sport

with a copy sent to The Arts Council of England (in its capacity as agent of the Lender) at:

21 Bloomsbury Street, London WC1B 3HF

Email: funded.organisations@artscouncil.org.uk

Attention: Executive Director of Enterprise and Innovation

or to any other address or email address as is notified in writing by one party to the other from time to time.

28.2 Receipt by Chargors

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

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by email, at the time of transmission.

A notice or other communication given as described in clause 28.2(a) or clause 28.2(b) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

28.3 Receipt by Lender

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

28.4 Service of proceedings

This Clause 28 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

29. PARTIAL INVALIDITY

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

30. RELEASE

30.1 Release

Upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security.

30.2 Reinstatement

Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargor under this Deed shall continue as if the discharge or arrangement had not occurred. The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

31. COUNTERPARTS

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

32. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

IN WITNESS of which this Deed has been duly executed by the Chargor as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Deed.

SCHEDULE 1: DETAILS OF SECURITY ASSETS

Part 1: Registered land

Chargor	Property Description	Title Number
Castle Howard Estate Ltd	The freehold land known as Wandale Farmland, Slingsby York as edged red on Plan 1	Part NYK441516
Castle Howard Estate Ltd	The freehold premises known as Wandale Farmhouse, Slingsby York as edged red on Plan 2	Part NYK441516
Castle Howard Estate Ltd	The freehold premises known as Ivy Cottage, Slingsby, York as edged red on Plan 3	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as Rose Cottage, Slingsby, York as edged red on Plan 4	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as Laurel Cottage, Slingsby, York as edged red on Plan 5	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as Tyler Cottage, Slingsby, York as edged red on Plan 6	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as Candy Cottage, Slingsby, York as edged red on Plan 7	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as 1 The Green, Slingsby, York as edged red on Plan 8	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as Beech View Slingsby, York as edged red on Plan 9	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as Stone Lea, Slingsby, York as edged red on Plan 10	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as Castle Cottage, Slingsby, York as edged red on Plan 11	Part NYK441926

Castle Howard Estate Ltd	The freehold premises known as Greenacres, Slingsby, York as edged red on Plan 12	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as Partway Cottage, Slingsby, York as edged red on Plan 13	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as West Cottage, Slingsby, York as edged red on Plan 14	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as Farm View, Slingsby, York as edged red on Plan 15	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as Wood Cott, Slingsby, York as edged red on Plan 16	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as Grey Gables, Slingsby, York as edged red on Plan 17	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as Hunttons Roof, Slingsby, York as edged red on Plan 18	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as Eskdale, Slingsby, York as edged red on Plan 19	Part NYK441926
Castle Howard Estate Ltd	The freehold premises known as Slingsby Bank Land, Slingsby, York as edged red on Plan 20	NYK440608

Part 2: Insurances

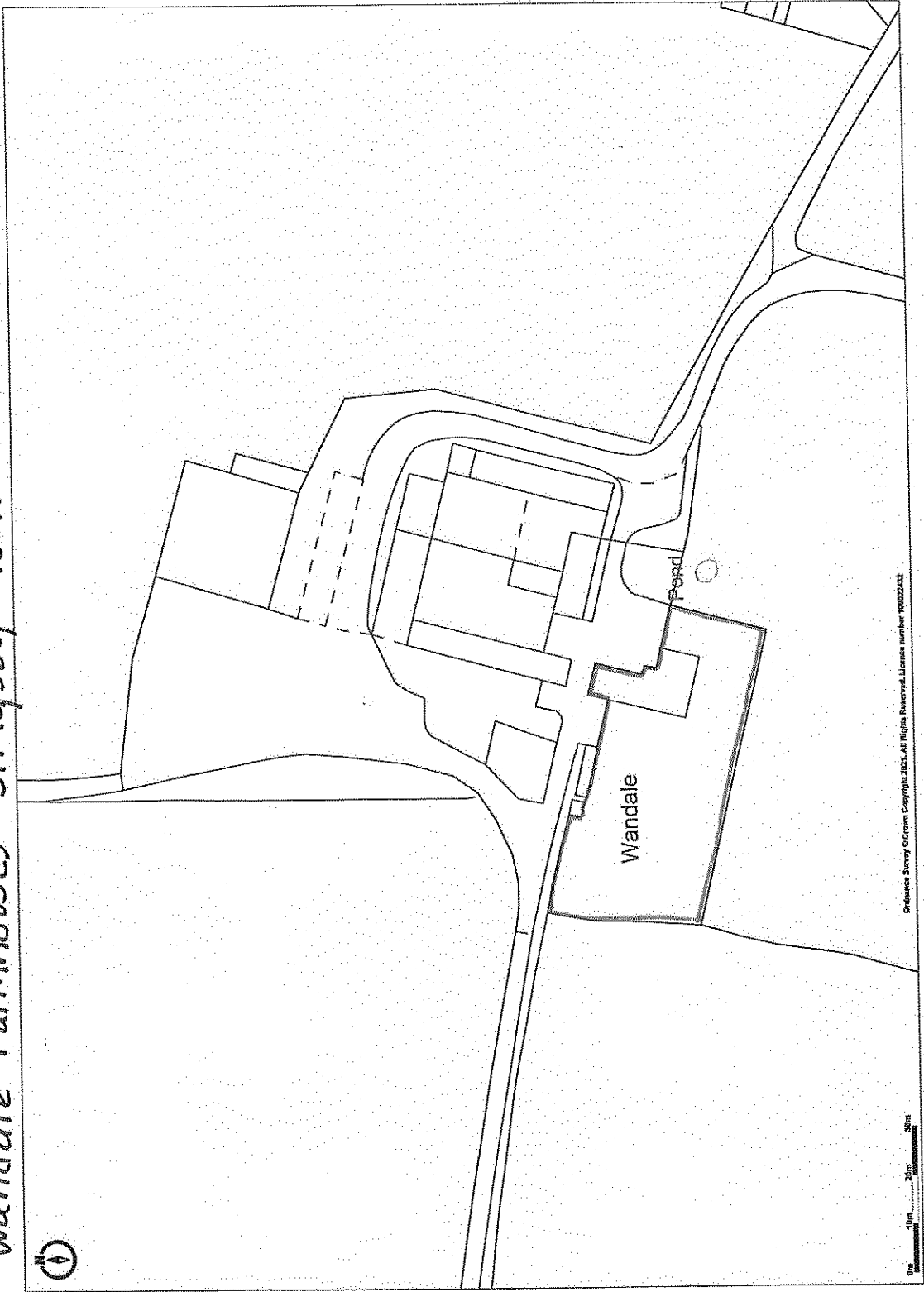
Insurer	Policy number
Axa Insurance UK plc	AXA/FE/000364

(to the extent that such policies apply to the Properties)

Plan 1



Wandale Farmhouse, Slingsby York YO62 4AU

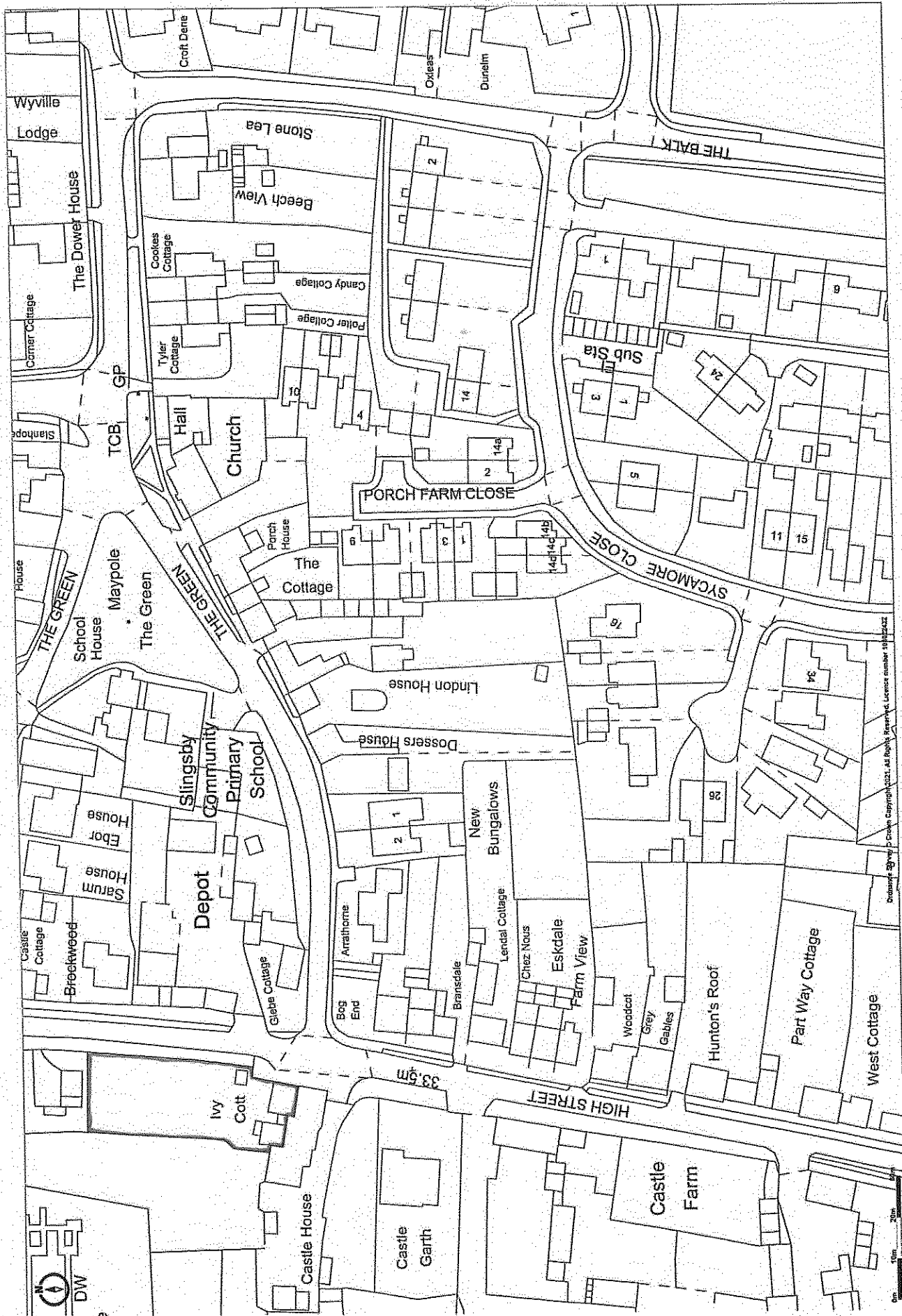


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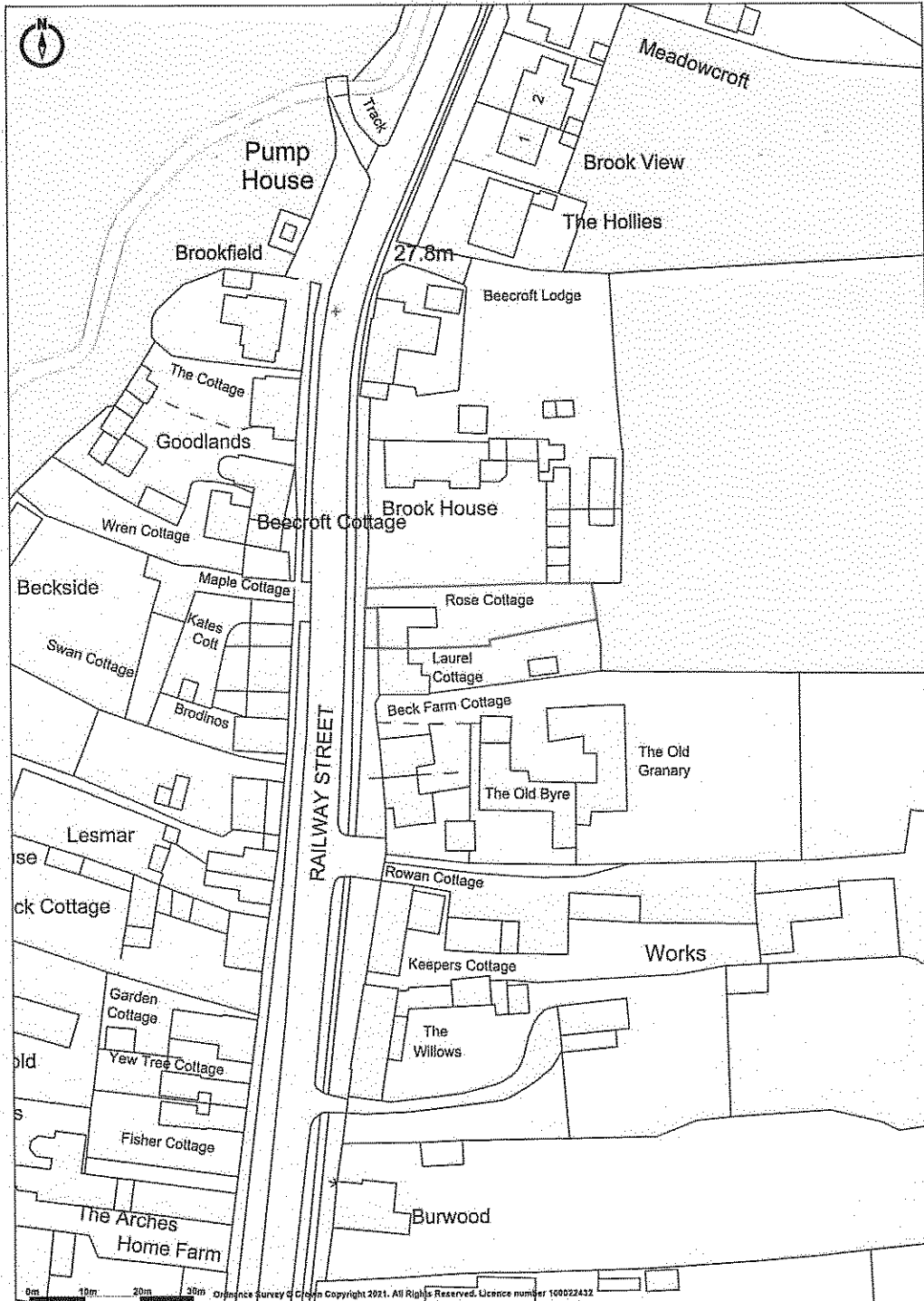


Ivy Cottage Slingsby York YO62 4AE

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Plan 4



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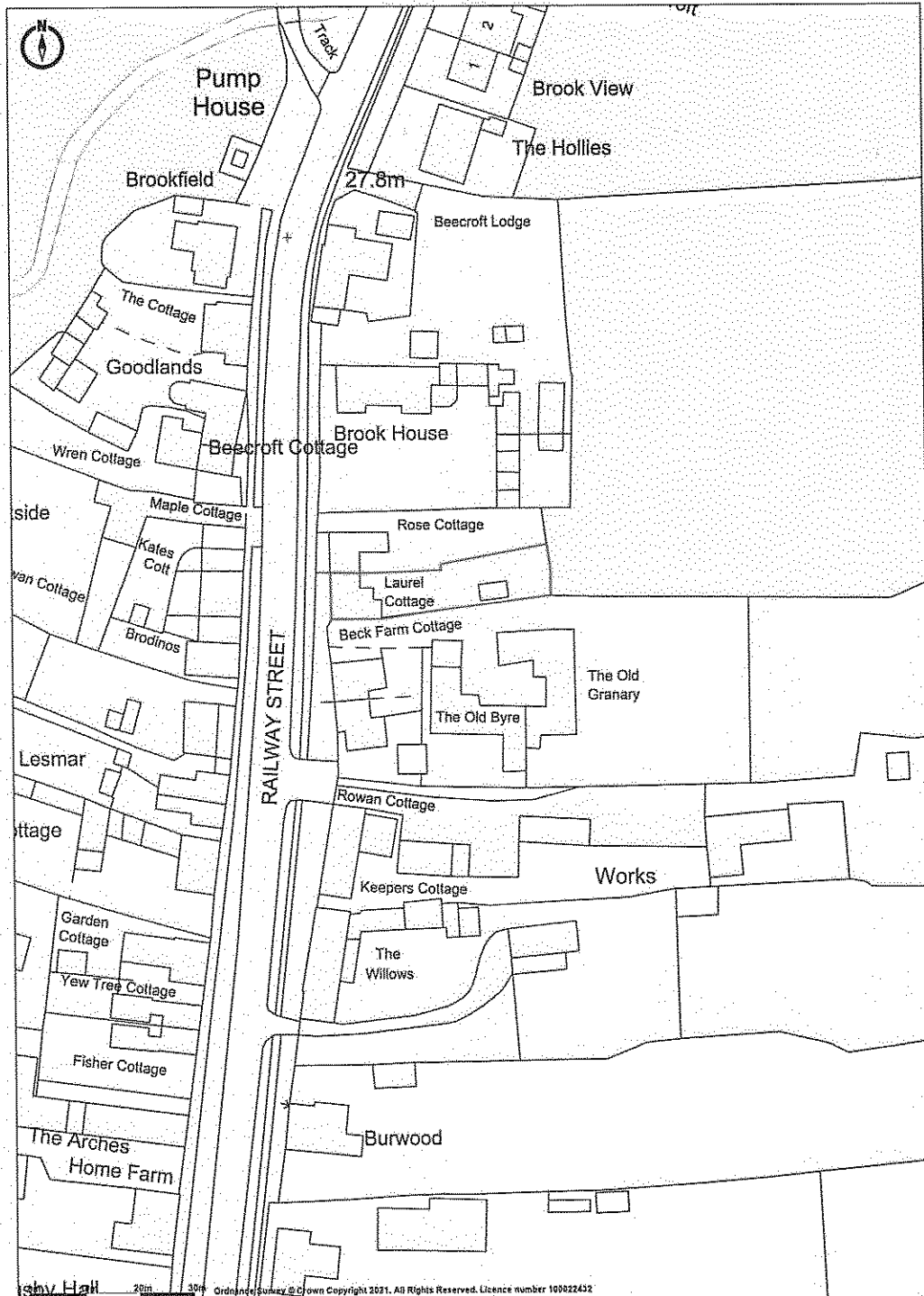
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Plan 5



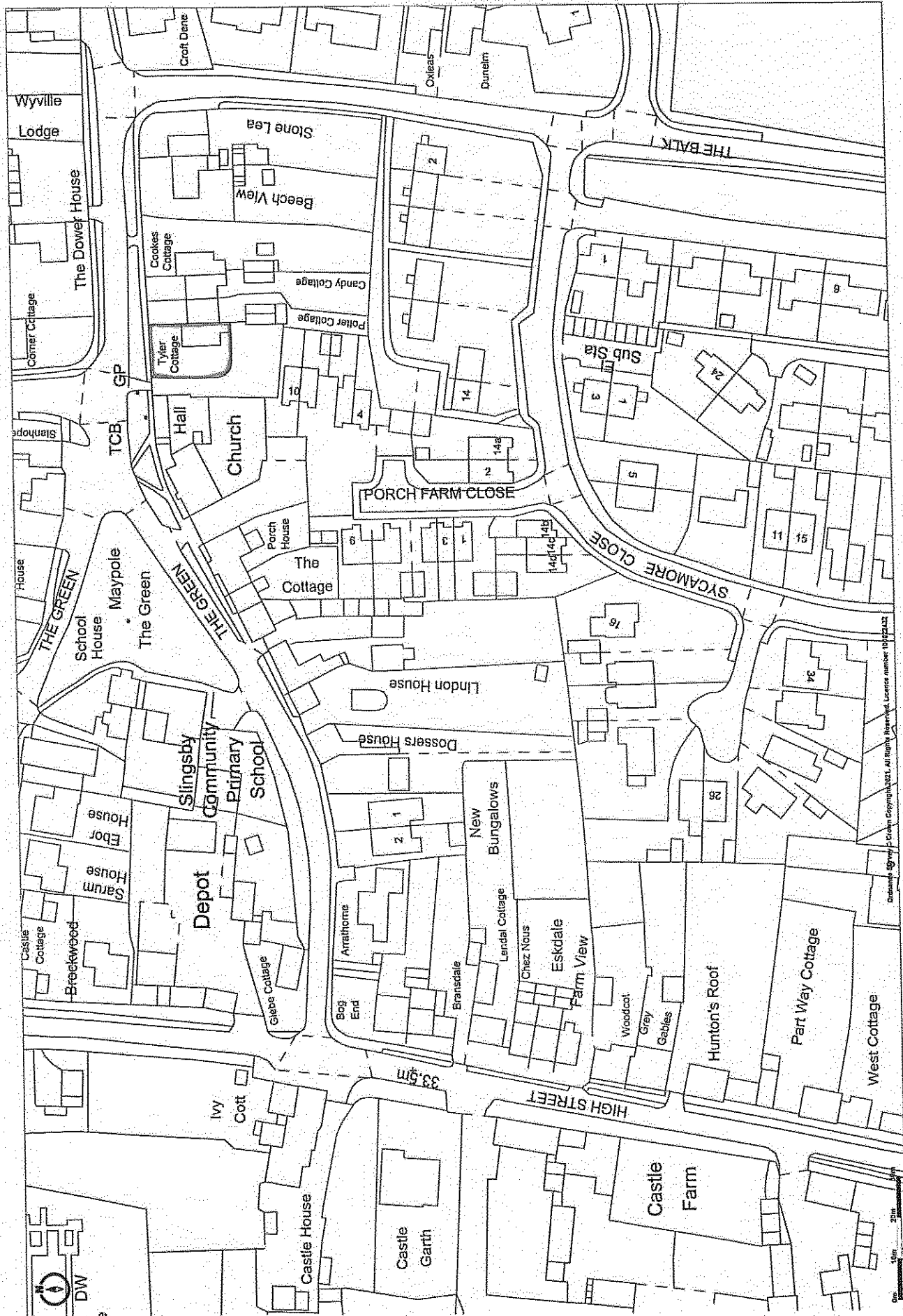
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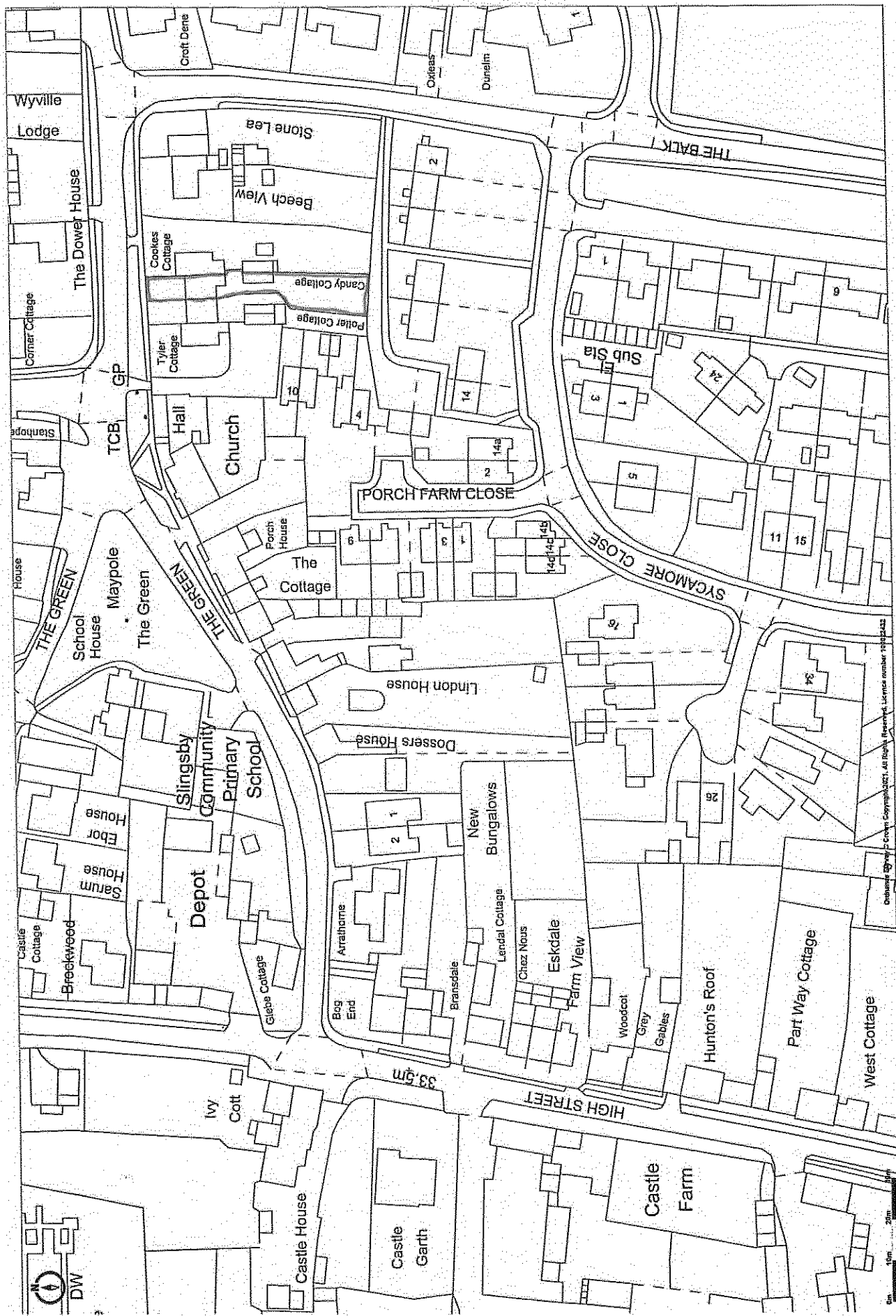
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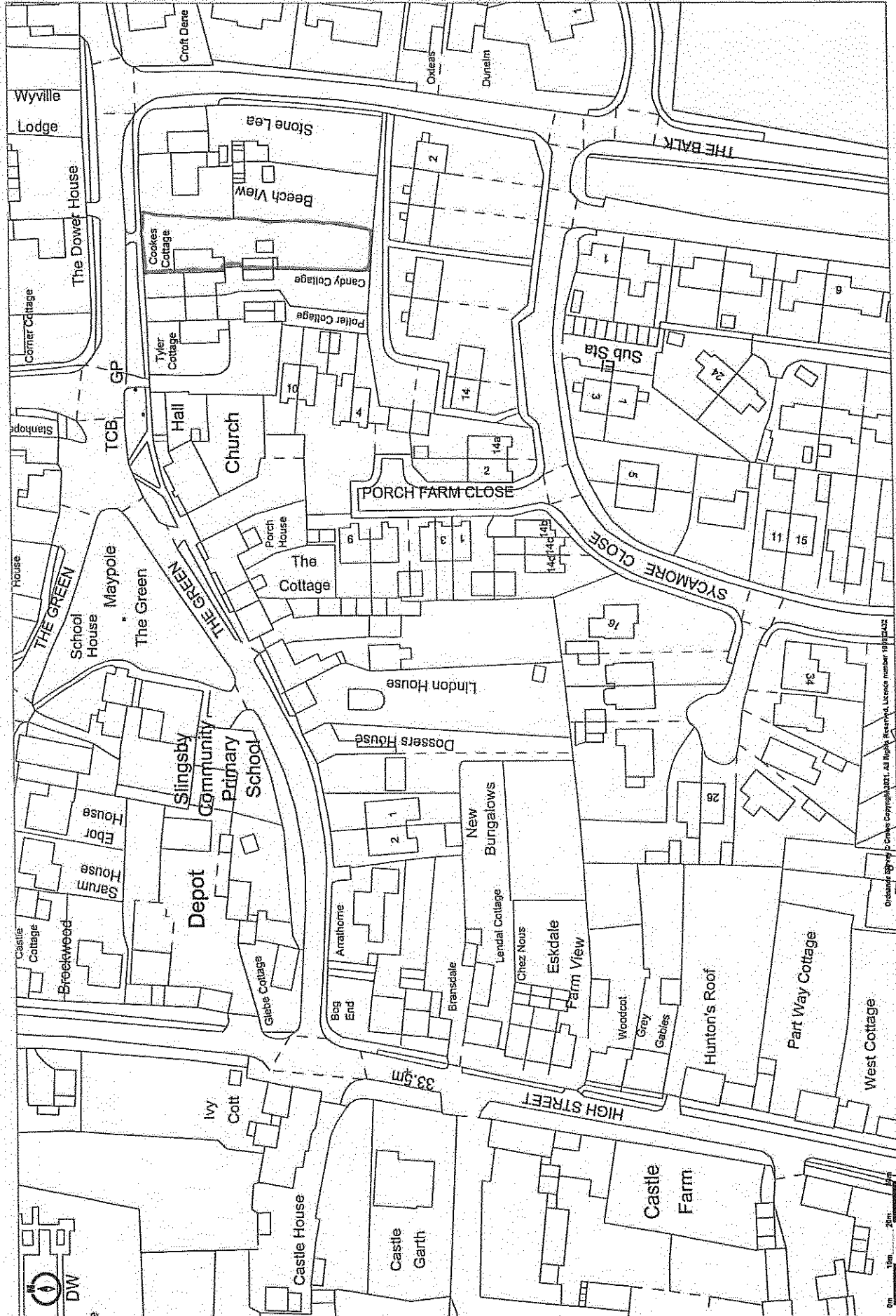
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Tyler Cottage Slingsby York YO62 4BF



Candy Cottage Slingsby York YO62 4BF

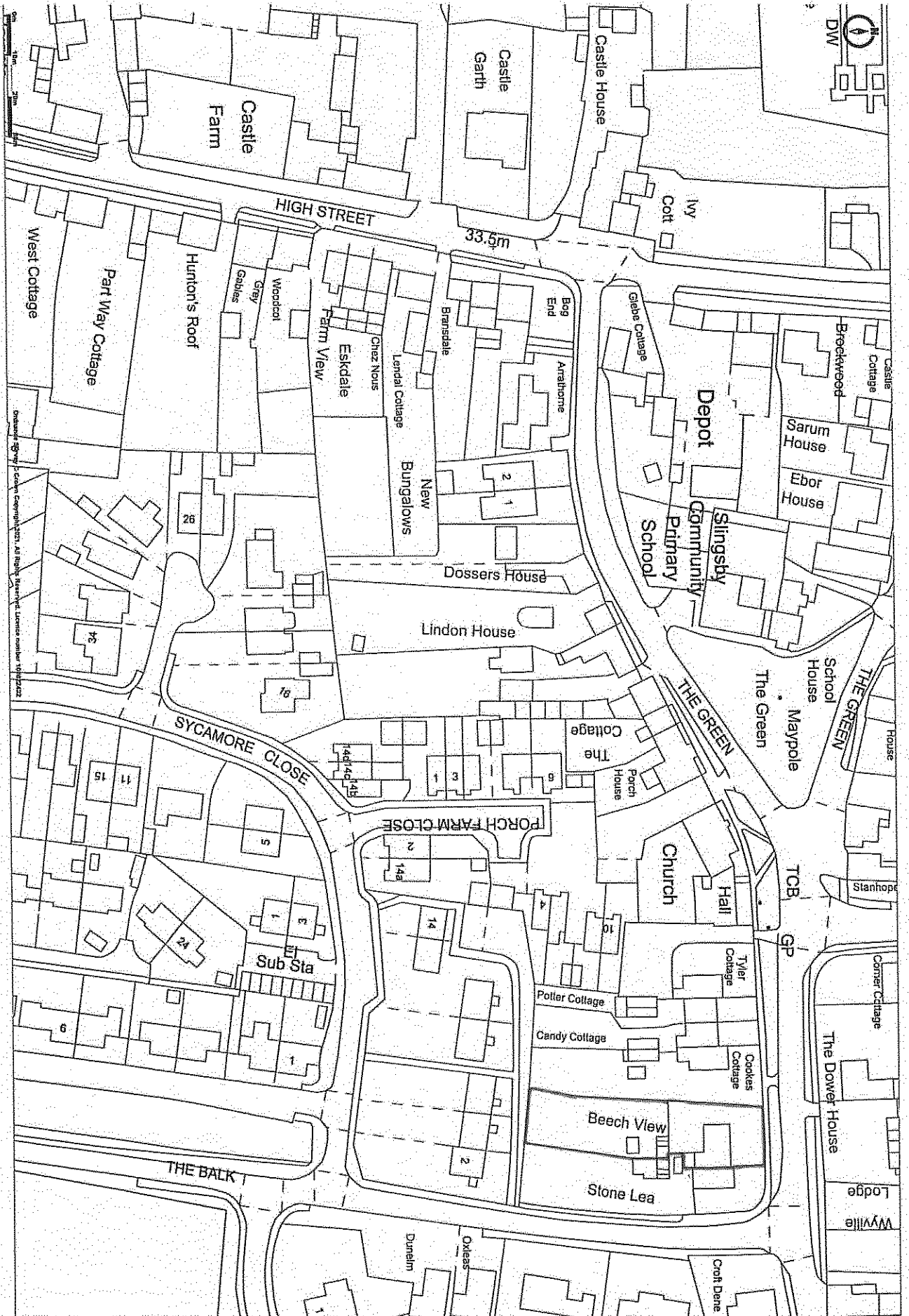


1 THE GREEN, SLINGSBY YORK YO62 4AA

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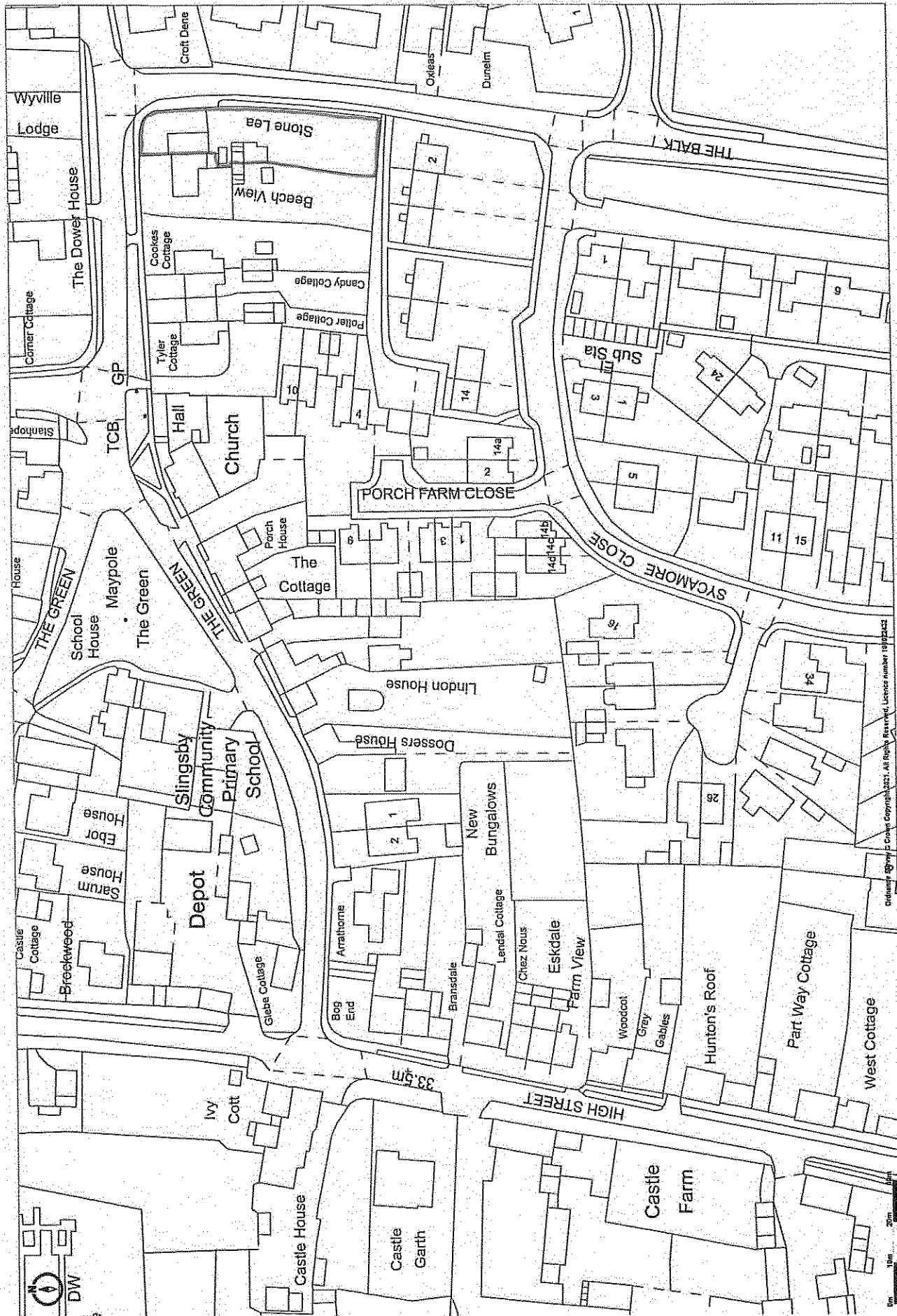
Plan 9



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Beech View Slingsby York YO62 4BF

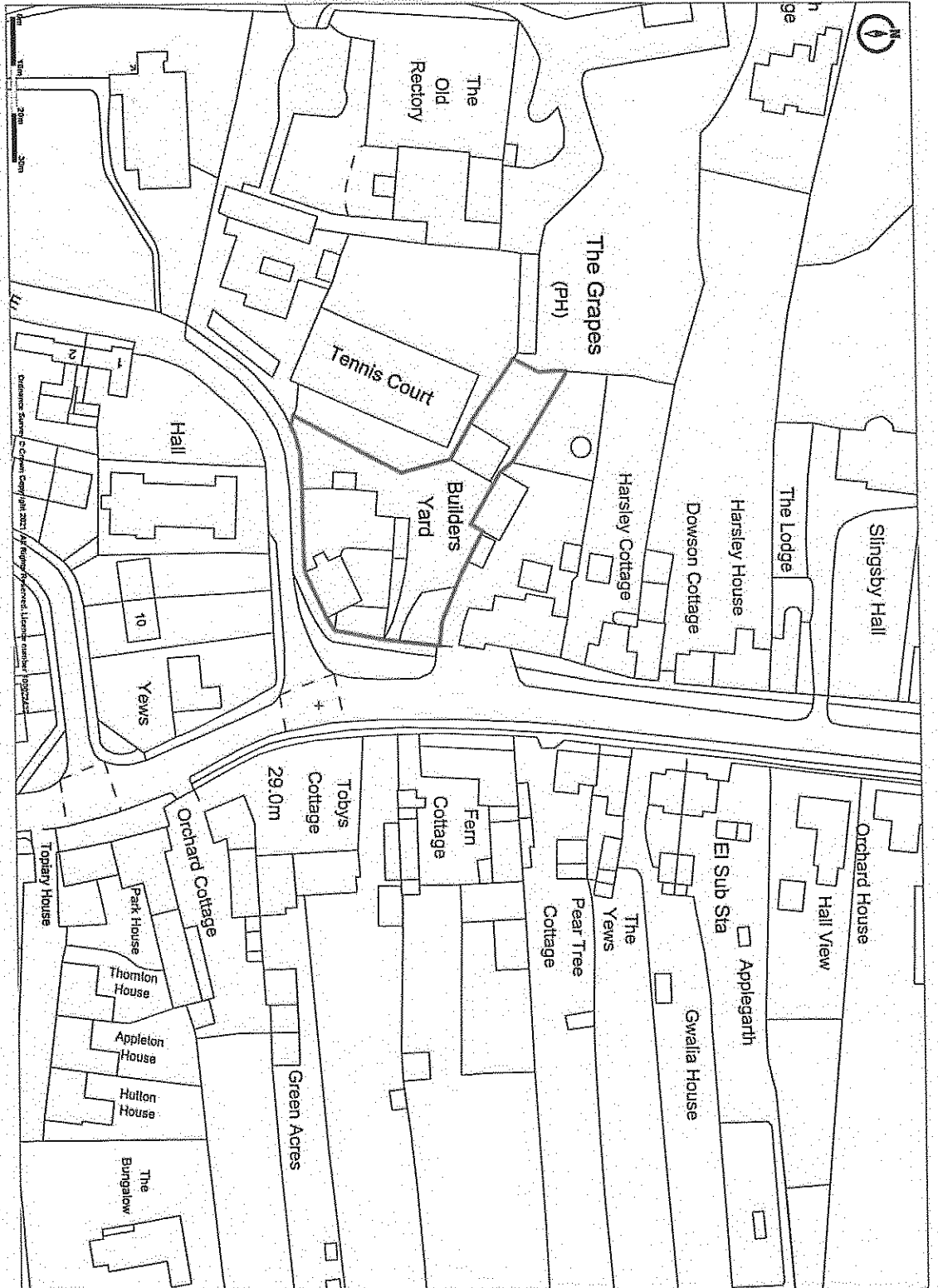


Stone Lea Slingsby York YO62 4AQ

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Plan 11



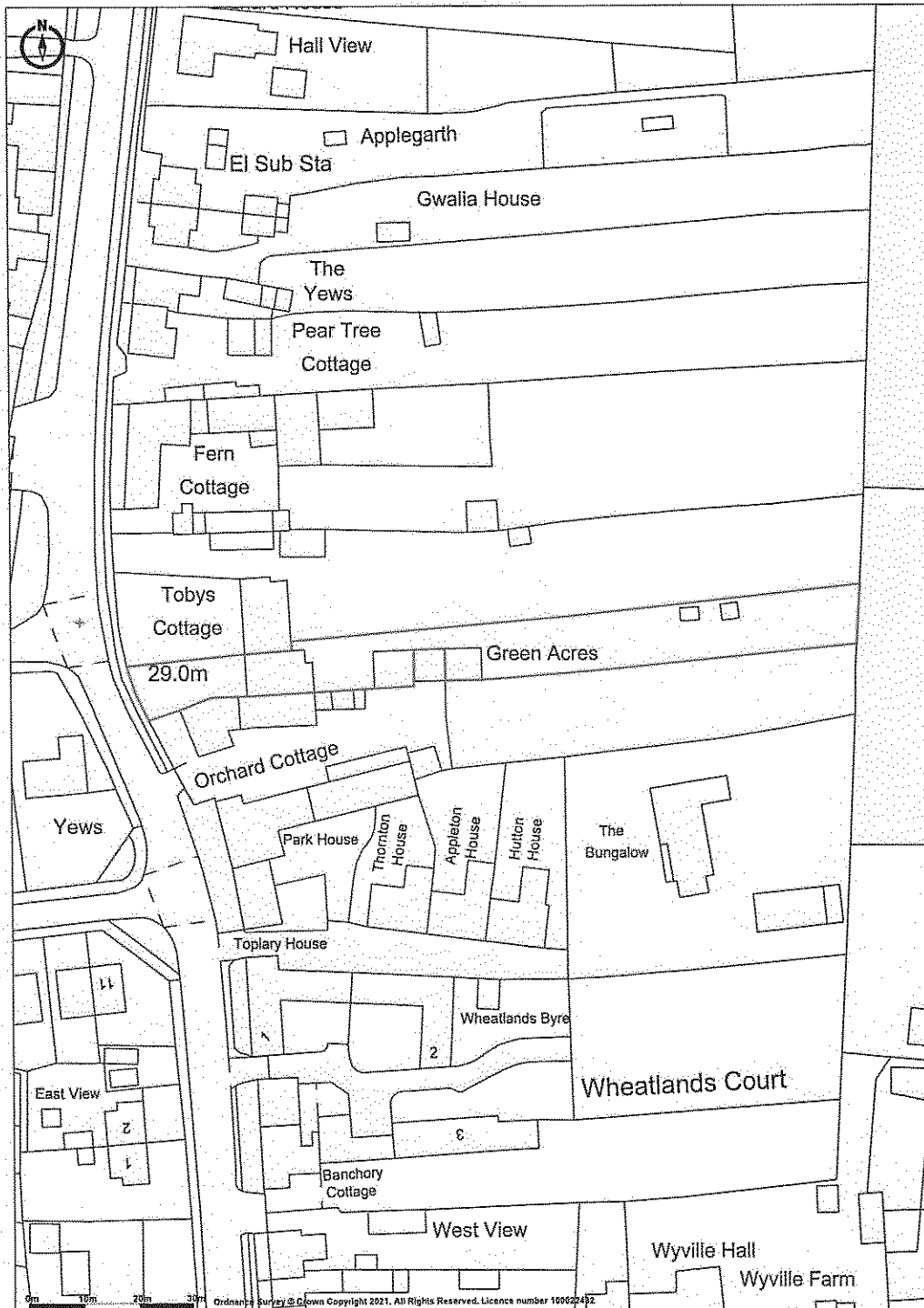
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Castle Cottage Slingsby York YO62 4AA

Plan 12



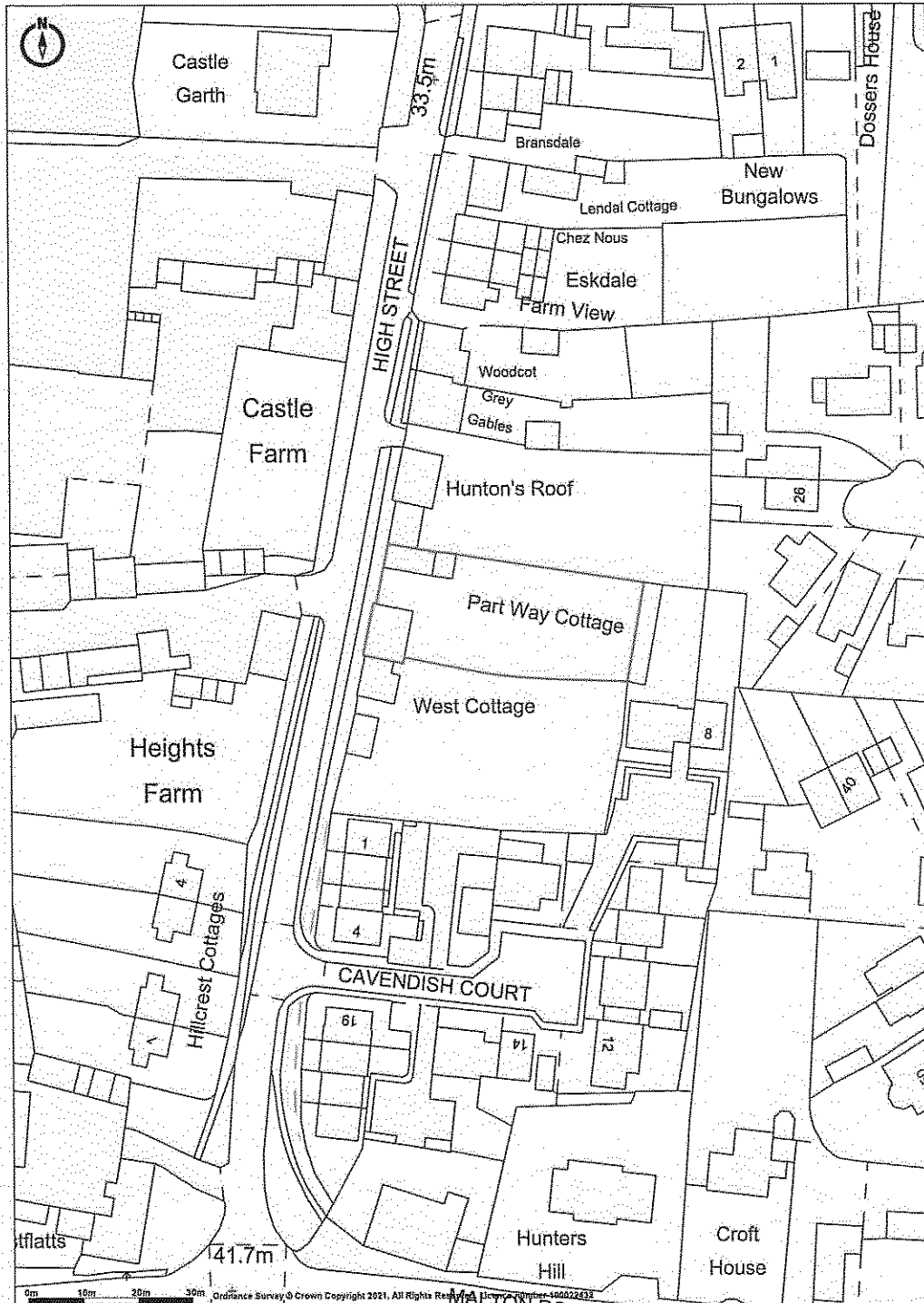
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Plan 13

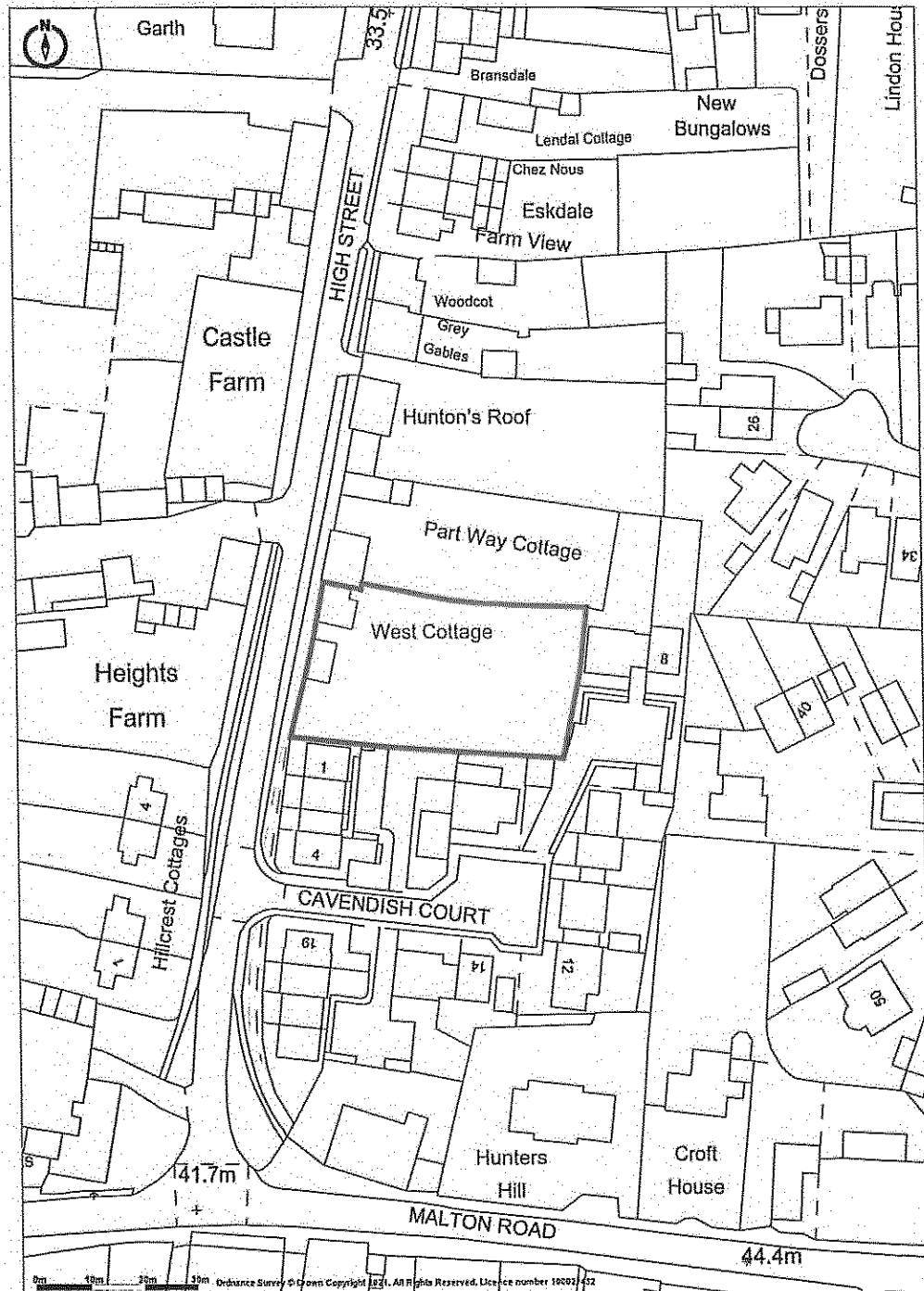


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Plan 14

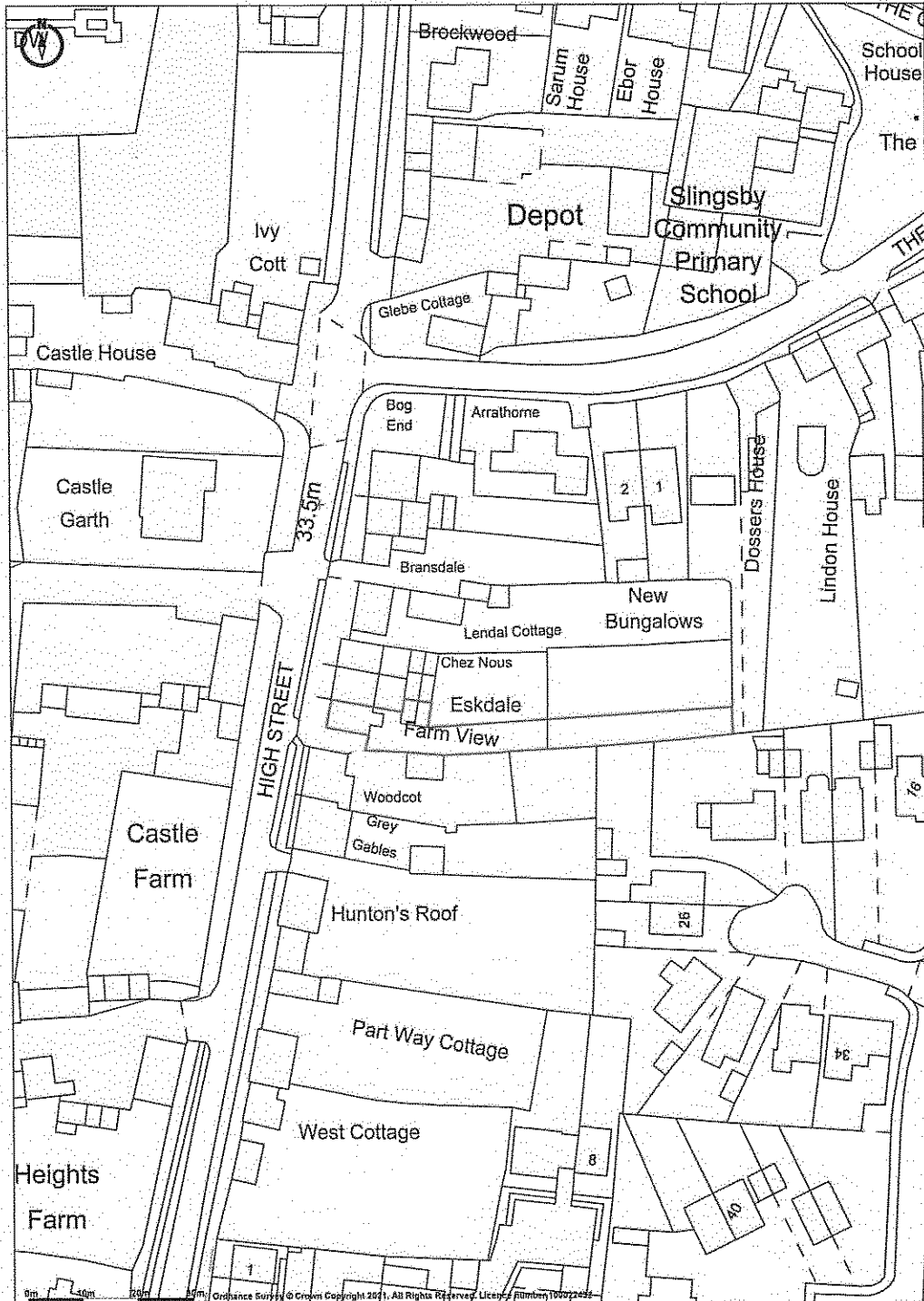
West Cottage, Slingby, York YO62 4AE



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Plan 15

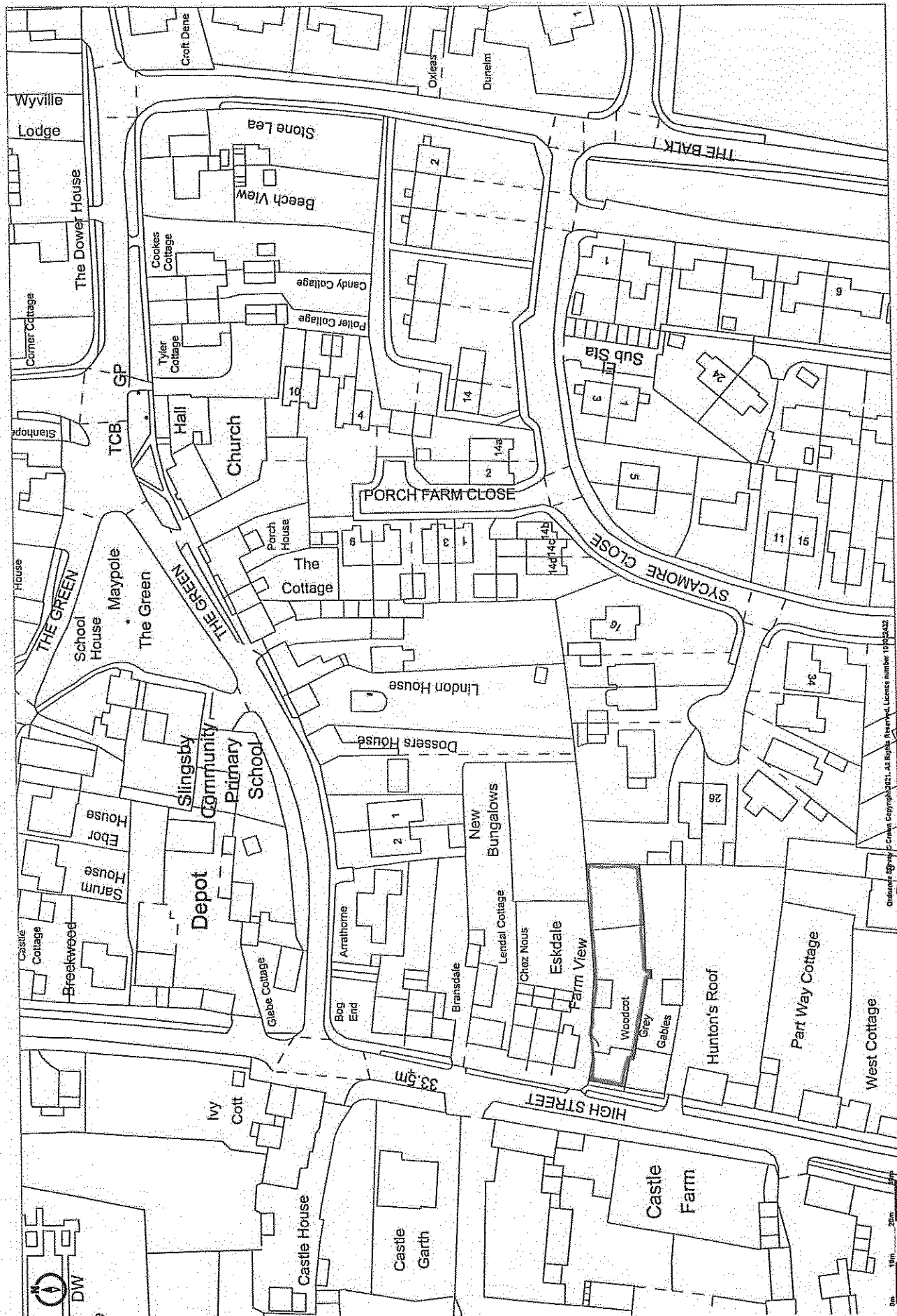


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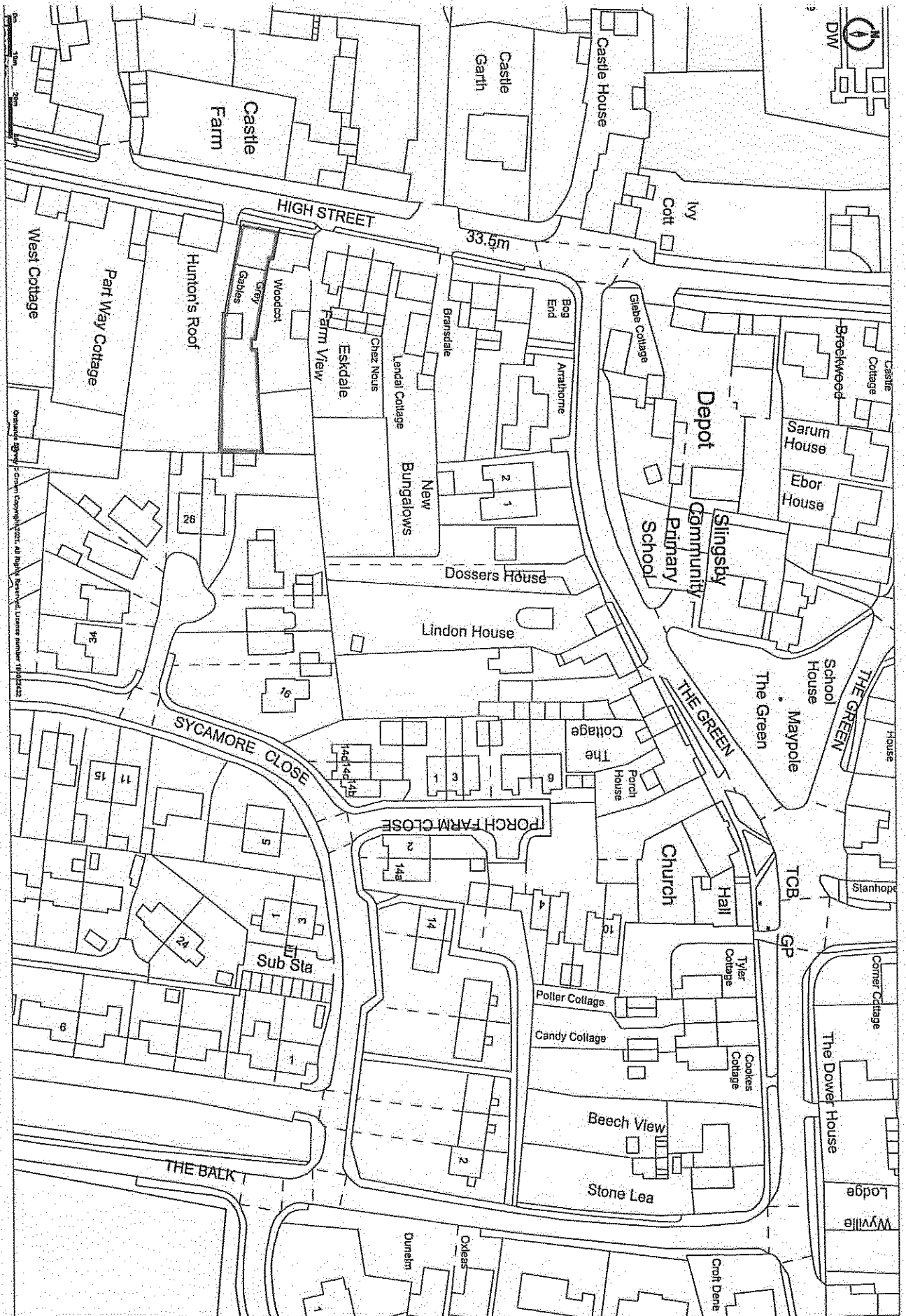
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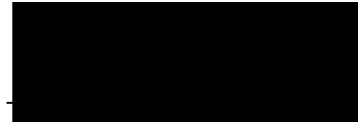
Grey Gables Slingsby York YO62 4AE

EXECUTION PAGES

CHARGOR

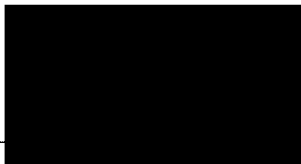
Executed as a deed by CASTLE HOWARD)
ESTATE LIMITED acting by a director in the)
presence of a witness:)

Director:



Name (print): VICTORIA HOWARD.

Witness signature



Witness name:

DAVID ARBOT

Witness address:

