



Registration of a Charge

Company Name: **COVENTRY AND WARWICKSHIRE REINVESTMENT TRUST LTD**

Company Number: **05188971**



Received for filing in Electronic Format on the: **19/07/2023**

XC83221L

Details of Charge

Date of creation: **14/07/2023**

Charge code: **0518 8971 0024**

Persons entitled: **WARWICKSHIRE COUNTY COUNCIL**

Brief description:

Contains fixed 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: **TROWERS & HAMLINS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5188971

Charge code: 0518 8971 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th July 2023 and created by COVENTRY AND WARWICKSHIRE REINVESTMENT TRUST LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2023 .

Given at Companies House, Cardiff on 20th July 2023

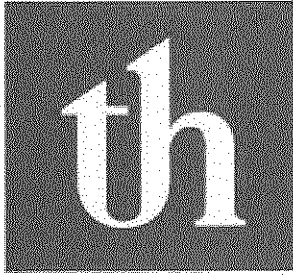
The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



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

Trowers & Hamlin LLP

18 July 2023

Trowers & Hamlin LLP

dated *14 July* 2023

Coventry and Warwickshire Reinvestment Trust Ltd

(as Assignor)

and

Warwickshire County Council

(as WCC)

Security Assignment

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Execution Version

trowers & hamlin

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THIS DEED is made on 14 July 2023

Parties

- (1) **Coventry and Warwickshire Reinvestment Trust Ltd** (Company number 05188971) whose registered office is at Enterprise Centre Coventry University Technology Park, Puma Way, Coventry, West Midlands, CV1 2TX (the **Assignor**); and
- (2) **Warwickshire County Council** whose principal office is at Shire Hall Market, Place, Warwick, CV34 4R (**WCC**).

Introduction

- (A) WCC has agreed to make a credit facility available to the Assignor on the terms of the Facility Agreement.
- (B) The Assignor has agreed to provide Security to WCC to secure the payment and discharge of the Secured Liabilities.

Agreed terms

1 Definitions and Interpretation

1.1 In this Deed, unless otherwise provided:

Charged Property means all the property, assets and undertaking of the Assignor which from time to time are, or are expressed to be, the subject of the Security Interest created in favour of WCC by or pursuant to this Deed;

Contract or Contracts means any and all LCE Documents (as defined in the Facility Agreement) which shall for the avoidance of doubt include without limitation any LCE Documents entered into between 15 June 2022 and the date of this Deed;

Counterparty means the counterparty to any of the Contracts;

Default Rate means the rate of interest specified in, and calculated in accordance with, clause 4.5 of the Facility Agreement;

Facility Agreement means the facility agreement dated 15 June 2022 made between the Assignor and WCC;

Finance Documents means the Finance Documents (as defined in the Facility Agreement);

LPA means the Law of Property Act 1925;

Receiver means any receiver, receiver and manager or administrative receiver of the whole or any part of the Charged Property;

Related Rights means in relation to any Charged Property;

- (a) the proceeds of sale of any part of that Charged Property;

- (b) all rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that Charged Property; and
- (c) any moneys and proceeds paid or payable in respect of that Charged Property;

Secured Liability means any liability expressed to be due, owing or payable by the Assignor to WCC under or in connection with any of the Finance Documents (in each case, whether alone or jointly, or jointly and severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise); and

Security Period means the period beginning on the date of this Deed and ending on the date on which WCC is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Liabilities have terminated.

1.2 Incorporation of terms

Unless the context otherwise requires or unless defined in this Deed, all words and expressions defined or whose interpretation is provided for in the Facility Agreement have the same meanings in this Deed.

1.3 Interpretation

The principles of interpretation set out in clause 1.2 of the Facility Agreement shall apply to this Deed insofar as they are relevant to it and in this Deed, unless the context otherwise requires, a reference to a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, restated or replaced (however fundamentally) and includes any increase in, extension of, or change to, any facility made available under that Finance Document or other agreement or instrument and includes any increase in, extension of or change to any facility made available under that Finance Document or other agreement or instrument.

1.4 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of WCC.

1.5 Third party rights

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

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

1.6 Replacement

This Deed shall replace and supersede the Security Assignment dated 15 June 2022 between the Assignor and WCC.

2 Covenant To Pay

2.1 Secured Liabilities

Subject to Clause 2.2, the Assignor covenants that it will on demand pay and discharge any or all of the Secured Liabilities when due.

2.2 Limited Recourse

Notwithstanding any contrary provision contained in this Deed, it is agreed by WCC that any payment obligations arising under this Deed shall solely be satisfied by WCC exercising its enforcement rights under this Deed and the liability of the Assignor to WCC pursuant to the provisions of this Deed shall be limited to the Charged Property and WCC shall have no recourse to any other assets of the Assignor.

3 Security

3.1 Assignment

As a continuing security for payment of the Secured Liabilities, the Assignor with full title guarantee:

3.1.1 assigns by way of security all its present and future right, title and interest in and to, and all benefits accruing under or in connection with any Contract and all Related Rights in respect of any Contract in favour of WCC subject to a proviso for reassignment on redemption; and

3.1.2 to the extent not assigned or effectively assigned by Clause 3.1.1, charges by way of first fixed charge in favour of WCC all its present and future right, title and interest in and to, and all benefits accruing under or in connection with any Contract and all Related Rights in respect of any Contract.

3.2 Dealings

3.2.1 Until an Event of Default occurs and is continuing, but subject always to Clauses 4 and 5, the Assignor may continue to deal with each Counterparty in relation to the Contracts.

3.2.2 Upon the occurrence of an Event of Default which is continuing, the Assignor shall have no further right to deal with each Counterparty and WCC may notify each Counterparty that it should deal only with WCC.

3.3 Trust

If or to the extent that for any reason the assignment or charging of any Charged Property is prohibited, the Assignor shall hold it on trust for WCC.

4 Undertakings

The covenants in this Clause 4 remain in force from the date of this Deed until the end of the Security Period.

4.1 The Assignor shall:

- 4.1.1 duly and promptly perform all its obligations and diligently pursue its rights, and use all reasonable endeavours to procure that all other parties perform their obligations, under each Contract;
- 4.1.2 notify WCC of any material breach by any person of any term of any Contract or any right of it or any other person to rescind, cancel or terminate any Contract promptly upon becoming aware of it;
- 4.1.3 supply to WCC all information, accounts and records necessary to enable WCC to verify all sums payable under any Contract; and
- 4.1.4 provide WCC promptly upon request with any document in its possession, custody or control and provide or assist WCC in obtaining any document or information which it may require in relation to any Contract.

4.2 Payments without deduction

The Assignor shall calculate and make all payments under this Deed without (and free and clear of any deduction for) set-off or counterclaim.

4.3 Assignor remains liable

The Assignor shall remain liable to perform all its obligations under each Contract and WCC shall be under no obligation or liability as a result of any failure by the Assignor to perform those obligations.

5 Restrictions And Further Assurance

5.1 Security

The Assignor shall not create or permit to subsist any Security Interest over any Charged Property.

5.2 Disposal

The Assignor shall not enter into or agree to enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub license, transfer or otherwise dispose of any Charged Property.

5.3 General

The Assignor shall not (and shall not agree to):

- 5.3.1 amend, supplement, substitute, rescind or cancel any Contract or any material provision of any Contract;
- 5.3.2 release any obligation under any Contract, or waive any material breach of any Contract;
- 5.3.3 make any claim that any Contract is frustrated;
- 5.3.4 permit any party to any Contract to assign any of their rights, or transfer any of their obligations, under that Contract; and

- 5.3.5 take or omit to take any action, the taking or omission of which might result in any alteration or impairment of any of the rights created by any Contract or this Deed, nor exercise any right or power conferred on it by any Contract in any manner adverse to the interests of WCC.

5.4 Preservation of Contracts

The Assignor shall not take any Security Interest in connection with its liability under this Deed from any guarantor of, or provider of a Security Interest for, any of the Secured Liabilities.

5.5 Preservation of rights

The Assignor shall not do, permit or suffer or to be done anything which may prevent WCC (or any person claiming title through WCC) from exercising the rights of the Assignor (including any right to receive payments) under all or any part of any Contract following the occurrence of an Event of Default which is continuing.

5.6 Notices to be given by Assignor

5.6.1 The Assignor shall as so requested by WCC from time to time:

5.6.2 give notice to each Counterparty to a Contract, in the form set out in Part 1 of Schedule 1 of the assignment of the Assignor's rights and interest in and under that Contract pursuant to clause 3.1; and

5.6.3 procure that each Counterparty will provide to WCC promptly an acknowledgement of the notice, in the form set out in Part 2 of Schedule 1, of WCC's interest.

5.7 Further assurance

The Assignor shall promptly do whatever WCC requires:

5.7.1 to perfect or protect the Security Interest created or expressed to be created by this Deed, or its priority; or

5.7.2 to facilitate the realisation of the Charged Property or the exercise of any rights vested in WCC or any Receiver,

including executing any transfer, conveyance, charge, assignment or assurance of the Charged Property (whether to WCC or its nominees or otherwise), making any registration and giving any notice, order or direction.

6 Demand And Enforcement

6.1 Enforcement

The Security Interest created by this Deed shall become enforceable upon:

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

- 6.1.2 any request being made by the Assignor to WCC for the appointment of a Receiver or an administrator, or for WCC to exercise any other power or right of enforcement available to it.

6.2 Powers on enforcement

At any time after the Security Interest created by this Deed has become enforceable, WCC may (without prejudice to any other rights and remedies and without notice to the Assignor) do all or any of the following:

- 6.2.1 exercise the power of sale under section 101 of the LPA together with all other powers and rights conferred on mortgagees by the LPA, as varied and extended by this Deed, without the restrictions contained in sections 103 or 109(1) of the LPA;
- 6.2.2 apply any sums payable under any Contract in or towards satisfaction of the Secured Liabilities;
- 6.2.3 exercise all the powers and rights of the Assignor under each Contract; and
- 6.2.4 subject to Clause 7.1, appoint one or more persons to be a Receiver or Receivers of all or any of the Charged Property.

6.3 Disposal of the Charged Property

In exercising the powers referred to in Clause 6.2, WCC or any Receiver may sell or dispose of all or any of the Charged Property at the times, in the manner and order, on the terms and conditions and for the consideration determined by it.

6.4 Same rights as Receiver

Any rights conferred by any Finance Document upon a Receiver may be exercised by WCC or to the extent permitted by law, an administrator, after the Security Interest created by this Deed has become enforceable, whether or not WCC shall have taken possession or appointed a Receiver of the Charged Property.

6.5 Delegation

WCC may delegate in any manner to any person any rights exercisable by WCC under any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub delegate) as WCC thinks fit.

7 Receivers

7.1 Method of appointment or removal

Every appointment or removal of a Receiver, any delegate or any other person by WCC under this Deed shall be in writing under the hand of any officer or manager of WCC (subject to any requirement for a court order in the case of the removal of an administrative receiver).

7.2 Removal

WCC may (subject to the application of section 45 of the Insolvency Act 1986) remove any person from office in relation to all or any part of the Charged Property of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of such Charged Property) appoint a further or other Receiver or Receivers over all or any part of such Charged Property.

7.3 Powers

Every Receiver shall have and be entitled to exercise all the powers:-

- 7.3.1 of WCC under this Deed;
- 7.3.2 conferred by the LPA on mortgagees in possession and on receivers appointed under the LPA;
- 7.3.3 of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an administrative receiver;
- 7.3.4 in relation to any Charged Property, which he would have if he were its only beneficial owner; and
- 7.3.5 to do all things incidental or conducive to any functions, powers, authorities or discretions conferred or vested in the Receiver.

7.4 Receiver as agent

The Receiver shall be the agent of the Assignor (which shall be solely liable for his acts, defaults, remuneration, losses and liabilities) unless and until the Assignor goes into liquidation, from which time he shall act as principal and shall not become the agent of the Assignor.

7.5 Joint or several

If two or more persons are appointed as Receivers of the same assets, they may act jointly and/or severally so that (unless any instrument appointing them specifies to the contrary) each of them may exercise individually all the powers and discretions conferred on Receivers by this Deed.

7.6 Receiver's remuneration

Every Receiver shall be entitled to remuneration for his services at a rate to be fixed by WCC and the maximum rate specified in section 109(6) of the LPA shall not apply.

8 Application Of Moneys

8.1 Application of moneys

All sums received by virtue of this Deed and/or any other Finance Documents by WCC or any Receiver shall, subject to the payment of any claim having priority to this Deed, be paid or applied in the following order of priority:-

- 8.1.1 **first**, in or towards satisfaction pro rata of, or the provision pro rata for, all costs, charges and expenses incurred and payments made by WCC in relation to the Finance Documents, or by any Receiver (including legal expenses), together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full or other person entitled to it;
- 8.1.2 **secondly**, in or towards the payment pro rata of, or the provision pro rata for, any unpaid fees, commission or remuneration of WCC or any Receiver;
- 8.1.3 **thirdly**, in or towards payment of the Secured Liabilities in accordance with the Facility Agreement;
- 8.1.4 **fourthly**, in the payment of the surplus (if any), to the Assignor or any other person entitled to it,

and section 109(8) of the LPA shall not apply.

9 Power of Attorney

9.1 Appointment

The Assignor irrevocably and by way of security appoints:

- 9.1.1 WCC (whether or not a Receiver has been appointed);
- 9.1.2 any delegate or sub delegate of, or other person nominated in writing by, an officer of WCC; and
- 9.1.3 (as a separate appointment) each Receiver,

severally as the Assignor's attorney and attorneys with power to do any act, and execute and deliver any deed, notice or other document, on behalf of and in the name of the Assignor which the Assignor could be required to do or execute under any provision of this Deed, or which WCC in its sole opinion may consider necessary or desirable for perfecting its title to any of the Charged Property or enabling WCC or the Receiver to exercise any of its rights or powers under this Deed.

9.2 Ratification

The Assignor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed pursuant to Clause 9.1 does or purports to do in the exercise or purported exercise of all or any of the powers, acts or other matters referred to in Clause 9.1.

10 Protection of Third Parties

10.1 Statutory powers

In favour of any purchaser, the statutory powers of sale and of appointing a Receiver which are conferred upon WCC, as varied and extended by this Deed, and all other powers of WCC, shall be deemed to arise (and the Secured Liabilities shall be deemed due and payable for that purpose) immediately after the execution of this Deed.

10.2 Purchasers

No purchaser from or other person dealing with WCC, any person to whom it has delegated any of its powers, or the Receiver, shall be concerned:

- 10.2.1 to enquire whether any of the powers which WCC or a Receiver have exercised has arisen or become exercisable;
- 10.2.2 to enquire whether the Secured Liabilities remain outstanding or whether any event has happened to authorise the Receiver to act; or
- 10.2.3 as to the propriety or validity of the exercise of those powers,

and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters.

10.3 Receipts

All the protection to purchasers contained in sections 104 and 107 of the LPA, section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with WCC, any Receiver or any person to whom any of them have delegated any of their powers.

11 Protection of WCC and Receiver

11.1 No obligation

Notwithstanding any other term of this Deed, WCC shall not have any obligation or liability under any Contract by reason only of this Deed to:

- 11.1.1 perform any of the obligations or duties of the Assignor under any Contract;
- 11.1.2 make any payment under any Contract;
- 11.1.3 present or file any claim or take any other action to collect or enforce any claim for the payment of any sum payable under any Contract; or
- 11.1.4 make any enquiries as to the nature or sufficiency of any payments received by it under this Deed.

11.2 No liability

None of WCC, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, liability, expense, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights under this Deed.

11.3 Indemnity

The Assignor shall indemnify and keep indemnified WCC, any Receiver, and their respective officers, employees and delegates, against all claims, costs, expenses and liabilities incurred by them in respect of all or any of the following:

- 11.3.1 any act or omission by any of them in relation to all or any of the Charged Property;
 - 11.3.2 any payment relating to or in respect of all or any of the Charged Property which is made at any time by any of them;
 - 11.3.3 any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or the performance or enforcement of, this Deed;
 - 11.3.4 exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this Deed; and
 - 11.3.5 any breach by the Assignor of any of its covenants or other obligations to WCC,
- except in the case of gross negligence or wilful misconduct on the part of that person.

11.4 Interest

The Assignor shall pay interest at the Default Rate on the sums payable under this Clause 11 from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

11.5 Indemnity out of the Charged Property

WCC, any Receiver and their respective officers, employees and delegates shall be entitled to be indemnified out of the Charged Property in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in Clause 11.3 .

11.6 Continuing protection

The provisions of this Clause 11 shall continue in full force and effect notwithstanding any release or discharge of this Deed or the discharge of any Receiver from office.

12 Provisions Relating to WCC

12.1 Powers and discretions

The rights, powers and discretions given to WCC in this Deed:

- 12.1.1 may be exercised as often as, and in such manner as, WCC thinks fit;
- 12.1.2 are cumulative, and are not exclusive of any of its rights under the general law; and
- 12.1.3 may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right, is not a waiver of it.

13 Preservation of Security

13.1 Continuing Security

This Deed shall be a continuing security to WCC and shall remain in force until expressly discharged in writing by WCC notwithstanding any intermediate settlement of account or other matter or thing whatsoever.

13.2 Additional Security

This Deed is without prejudice and in addition to, and shall not merge with, any other right, remedy or Security Interest of any kind which WCC may have now or at any time in the future for or in respect of any of the Secured Liabilities.

13.3 Waiver of Defences

Neither the Security Interest created by this Deed nor the obligations of the Assignor under this Deed will be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice that Security Interest or any of those obligations (whether or not known to it or WCC) including:

- 13.3.1 any time, waiver or consent granted to, or composition with, the Assignor or other person;
- 13.3.2 the release of the Assignor or any other person under the terms of any composition or arrangement with any person;
- 13.3.3 the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security Interest over, assets of the Assignor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security Interest;
- 13.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Assignor or any other person;
- 13.3.5 any amendment (however fundamental), replacement, variation, novation, assignment or the avoidance or termination of a Finance Document or any other document or Security Interest;
- 13.3.6 any unenforceability, illegality or invalidity of any obligation of, or any Security Interest created by, any person under any Finance Document or any other document; or
- 13.3.7 an insolvency, liquidation, administration or similar procedure.

13.4 Immediate recourse

The Assignor waives any right it may have of first requiring WCC to proceed against or enforce any other rights of Security Interest or claim payment from any person before claiming from the Assignor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

13.5 Appropriations

During the Security Period WCC may:

- 13.5.1 refrain from applying or enforcing any monies, Security Interest or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 8.1 apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Assignor shall not be entitled to the same; and
- 13.5.2 hold in an interest-bearing suspense account any moneys received from the Assignor on or account of the Secured Liabilities.

13.6 New Accounts

If WCC receives notice (whether actual or otherwise) of any subsequent Security Interest over or affecting any of the Charged Property or if a petition is presented or a resolution passed in relation to the winding up of the Assignor, it may close the current account or accounts and/or open a new account or accounts for the Assignor. If WCC does not open a new account or accounts immediately it shall nevertheless be treated as if it had done so at the time when the relevant event occurred, and as from that time all payments made by the Assignor to WCC shall be credited or be treated as having been credited the new account or accounts and shall not operate to reduce the Secured Liabilities.

14 Release

14.1 Release

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities and the termination of all facilities which might give rise to Secured Liabilities, WCC shall, or shall procure that its appointees will, at the request and cost of the Assignor:

- 14.1.1 release the Charged Property from this Deed; and
- 14.1.2 re-assign the Charged Property that has been assigned to WCC under this Deed.

14.2 Reinstatement

If WCC considers that any amount paid or credited to WCC under any Finance Document (whether in respect of the obligations of the Assignor or any Security Interest for those obligations or otherwise) is capable of being avoided, reduced or otherwise set aside:-

- 14.2.1 that amount shall not be considered to have been paid for the purposes of determining whether the Secured Liabilities have been irrevocably and unconditionally paid and discharged; and
- 14.2.2 the liability of the Assignor and the Security Interest created by this Deed shall continue as if that amount had not been paid or credited.

14.3 Consolidation

Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this Deed.

15 Miscellaneous Provisions

15.1 Severability

If any provision of this Deed is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

15.1.1 the validity or enforceability of any other provision, in any jurisdiction; or

15.1.2 the validity or enforceability of that particular provision, in any other jurisdiction.

15.2 Amendments and variations

This Deed shall remain in full force and effect notwithstanding any amendment, restatement, novation or supplementation of the Finance Documents (including any increase in the amount of the Secured Liabilities).

15.3 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of WCC, 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 in this Deed are cumulative and not exclusive of any rights or remedies provide by law.

15.4 Counterparts

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

16 Governing Law

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

17 Enforcement

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

17.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

17.3 This Clause 17 is for the benefit of WCC only. As a result, WCC shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the

extent allowed by law, WCC may take concurrent proceedings in any number of jurisdictions.

Executed as a deed and delivered on the date appearing at the beginning of this Deed.

Schedule 1
Notice and acknowledgement of assignment of Relevant Agreement

Part 1
Form of notice of assignment

[NAME OF COUNTERPARTY]
[ADDRESS LINE 1]
[ADDRESS LINE 2]
[POSTCODE]
[DATE]

Dear [NAME OF ADDRESSEE]

Security assignment (the Assignment) dated [•] between **Coventry and Warwickshire Reinvestment Trust Ltd and Warwickshire County Council**

We refer to the security assignment (the **Deed**) dated [•] and granted by us as assignor (the **Assignor**) in favour of Warwickshire County Council (**WCC**).

We refer to the [DESCRIBE RELEVANT AGREEMENT/S] (the **Contract**).

We give you notice that pursuant to the terms of the Deed, we have assigned to WCC by way of security all of our rights, title and interest from time to time in any amounts payable to us as the Assignor under the Contract including any claims for damages in respect of any breach of the Contract.

We irrevocably instruct and authorise you to:

- 1 comply with the terms of any written instructions received by you from WCC relating to the Contract, without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions;
- 2 hold all sums from time to time due and payable by you to us under the Contract to the order of WCC;
- 3 pay, or release, all monies to which we are entitled under the Contract to WCC, or to such person or persons as WCC may direct; and
- 4 disclose information in relation to the Contract to WCC on request by WCC.

Neither the Assignment nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Contract.

Subject to the foregoing, you may continue to deal with us in relation to the Contract until you receive written notice to the contrary from WCC. Thereafter, we will cease to have any right to deal with you in relation to the Contract and you must deal only with WCC.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior written consent of WCC.

The Instructions in this notice may only be revoked or amended with the prior written consent of WCC.

Please confirm that you agree to the terms of this notice, and to act in accordance with its provisions, by sending the attached acknowledgement to WCC at [ADDRESS OF LENDER], with a copy to us.

This notice, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England.

Yours faithfully

.....
[Coventry and Warwickshire Reinvestment Trust Ltd]

[Warwickshire County Council on behalf of Coventry and Warwickshire Reinvestment Trust Ltd acting as its duly authorised Attorney]

Part 2
Form of acknowledgement of assignment

[On the letterhead of the Counterparty]
[NAME OF LENDER]
[ADDRESS LINE 1]
[ADDRESS LINE 2]
[POSTCODE]
[DATE]

Dear [NAME OF ADDRESSEE]

Security assignment (the Assignment) dated [DATE] between Coventry and Warwickshire Reinvestment Trust Ltd and Warwickshire County Council

We confirm receipt from Coventry and Warwickshire Reinvestment Trust Ltd (the **Assignor**) of a notice (the **Notice**) dated [*] of an assignment, by way of security, of all the Assignor's rights under [DESCRIBE RELEVANT AGREEMENT/S] (**Contract**).

Terms defined in the Notice shall have the same meaning when used in this acknowledgement unless otherwise defined herein.

In consideration of your agreement to make available certain loan facilities to the Assignor:

- 1 we accept the instructions and authorisations contained in the Notice and agree to comply with the Notice;
- 2 we confirm that there has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract;
- 3 we will not cancel, avoid, release or otherwise allow the Contract to lapse without giving WCC prior written notice;
- 4 we have not, as at the date of this acknowledgement, received notice that the Assignor has assigned its rights under the Contract to a third party, or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party;
- 5 WCC will not in any circumstances have any liability in relation to the Contract; and
- 6 the Contract shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by WCC.

This letter, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

Yours faithfully

.....
[COUNTERPARTY]

Signatory Page

the common seal of

WARWICKSHIRE COUNTY COUNCIL

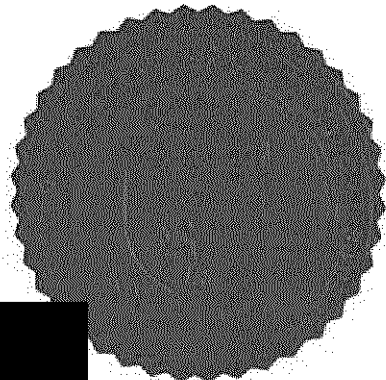
is hereunto affixed in the presence of:

)

)

)

Designated Officer



11/05/23

Print Name

Jan Cunningham

executed as a deed by

Coventry and Warwickshire

Reinvestment Trust Ltd

)

)

)

Statutory Director

Print Name

SHERIDAN SULSKIS

Statutory Director/Secretary

CRAIG HUMPHREY

Print Name