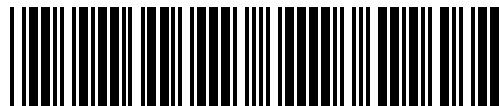




Registration of a Charge

Company Name: **JACKSONS ROW DEVELOPMENTS LIMITED**

Company Number: **07431223**



Received for filing in Electronic Format on the: **06/08/2021**

XAAC7M0H

Details of Charge

Date of creation: **03/08/2021**

Charge code: **0743 1223 0002**

Persons entitled: **THE COUNCIL OF THE CITY OF MANCHESTER**

Brief description: **THE LAND AND BUILDINGS KNOWN AS THE ABERCROMBIE INN, 35 BOOTLE STREET, MANCHESTER M2 5GU REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER GM864010.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DWF LAW LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7431223

Charge code: 0743 1223 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2021 and created by JACKSONS ROW DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th August 2021 .

Given at Companies House, Cardiff on 9th August 2021

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

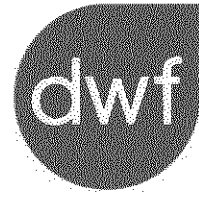


Companies House



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

Execution Version



3 August 2021

(1) **JACKSONS ROW DEVELOPMENTS LIMITED**
as the Mortgagor

and

(2) **THE COUNCIL OF THE CITY OF MANCHESTER**
as the Mortgagee

LEGAL MORTGAGE
relating to property known as the Abercrombie Inn, 35 Bootle Street, Manchester M2 5GU

DWF Law LLP
1 Scott Place
2 Hardman Street
Manchester
M3 3AA

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THIS LEGAL MORTGAGE is made by deed on 3 August

2021

BETWEEN

- (1) **JACKSONS ROW DEVELOPMENTS LIMITED** a private limited company registered in England and Wales under number 07431223 whose registered office is at St Andrews Chambers, 21 Albert Square, Manchester M2 5PE (the "**Mortgagor**");
- (2) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester M60 2LA (the "**Mortgagee**").

TERMS AGREED

1. Definitions and interpretation

1.1 Definitions

In this Deed the following definitions apply:

" Administrator "	an administrator for the purposes of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002);
" Authorisation "	an authorisation, approval, consent, licence, permit, exemption, registration or filing which is necessary or desirable for the ownership, use or enjoyment of the Property or the validity or effectiveness of this Deed;
" Business Day "	a day (other than a Saturday or Sunday) on which banks are open for general business in London;
" Charged Assets "	the Property and the other assets and rights of the Mortgagor described in clause 3.1 and clause 3.2 and shall be interpreted to mean both the whole and any part of such Property, assets and rights and any interest therein;
" Default Rate "	the rate of 4% per annum above the base rate of Barclays Bank plc from time to time;
" Enforcement Event "	any of the following events or circumstances: <ol style="list-style-type: none">(a) the Mortgagor fails to pay or discharge any of the Secured Liabilities when due for payment or discharge;(b) the Mortgagor breaches any of the provisions of this Deed;(c) the Mortgagor passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any step is

taken by the Mortgagor or any other person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets or for the general readjustment or rescheduling of its indebtedness or for any composition with its creditors; or

- (d) any steps are taken to enforce the Prior Mortgage;
- (e) the Mortgagee receives any notice of intention to appoint an administrator in respect of the Mortgagor;
- (f) the floating charge created by this Deed is converted to a fixed charge for any reason;
- (g) an order is made for compulsory acquisition or requisition of the Property.

"Insurances"

all contracts or policies of insurance effected and maintained by the Mortgagor in respect of the Charged Assets;

"Land Registration Acts"

the Land Registration Acts 1925 to 2002;

"Party"

a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative;

"Principal Agreement"

the agreement for lease dated 17 February 2015 and made between (1) the Mortgagee, (2) the Mortgagor and (3) others as varied by:

- (a) a deed of variation dated 26 August 2015 and made between (1) the Mortgagee, (2) the Mortgagor and (3) others;
- (b) a deed of variation dated 28 March 2018 and made between (1) the Mortgagee (2) the Mortgagor and (3) others;
- (c) a deed of variation dated 28 September 2018 and made between (1) the Mortgagee (2) the Mortgagor and (3) others;
- (d) a deed of variation dated 6 November 2020 and

	made between (1) the Mortgagee (2) to Mortgagor and (3) others; and
	(e) a deed of variation dated 21 May 2021 and made between (1) the Mortgagee (2) BCRI St Michaels Development Limited (company number 13131598) and (3) the Mortgagor and (4) another,
	and as further amended, novated, replaced, restated, supplemented or varied from time to time;
"Prior Mortgage"	the legal charge over the Property dated 1 February 2018 and made between the Mortgagor and Charles Street Commercial Investments Limited;
"Property"	the property of the Mortgagor described in the schedule to this Deed together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale and all other income in respect of such property and all rights appurtenant to or benefiting such property, and shall be interpreted to mean both the whole and any part of such property, assets, proceeds and rights and any interest therein;
"Receiver"	any one or more receivers and/or managers appointed by the Mortgagee pursuant to this Deed in respect of the Mortgagor or over all or any of the Charged Assets;
"Relevant Legislation"	all laws, directions, regulations, codes of practice, guidance notes, circulars and the like concerning the protection of the environment, human health or working conditions at the Property, or the actual or proposed use or development of the Property;
"Secured Liabilities"	all monies, obligations and liabilities which may now or at any time in the future be due, owing or incurred from or by the Mortgagor to the Mortgagee under the Principal Agreement and under this Deed;
"Security Interest"	a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;
"Security Period"	the period from the date of this Deed until the Mortgagee confirms in writing to the Mortgagor that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and

"Third Parties Act" the Contracts (Rights of Third Parties) Act 1999.

1.2 Construction

In this Deed, unless the context otherwise requires:

- 1.2.1 each reference to this Deed the Principal Agreement, or any other agreement or instrument is a reference to this Deed the Principal Agreement, or such other agreement or instrument as amended, novated, replaced, restated, supplemented or varied from time to time;
- 1.2.2 each reference to a provision of law is a reference to that provision as amended, replaced or re-enacted from time to time;
- 1.2.3 any grant of rights for full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee pursuant to section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994;
- 1.2.4 clause and schedule headings are for ease of reference only;
- 1.2.5 each reference to a clause or schedule is a reference to a clause or schedule of this Deed;
- 1.2.6 words importing the singular shall include the plural and vice versa;
- 1.2.7 a reference to any person includes that person's successors and (in the case of the Mortgagee only) its permitted assignees and transferees;
- 1.2.8 a reference to any person is to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any agency of a state, whether or not a separate legal entity; and
- 1.2.9 the words **"include"**, **"including"**, **"in particular"** and any similar expression shall not be construed as implying any limitation, and general words introduced by **"other"**, **"otherwise"** or any similar expression will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class, of acts, matters or things.

1.3 Effect of this Deed

This Deed is intended to take effect as a deed notwithstanding that a Party may have executed it under hand only.

2. Covenant to pay

2.1 Covenant

The Mortgagor covenants that it will pay to the Mortgagee or discharge all Secured Liabilities on the due date or dates for payment or discharge or, if earlier, immediately upon demand by the Mortgagee following the occurrence of an Enforcement Event.

2.2 Interest

The Mortgagor shall pay to the Mortgagee interest on the Secured Liabilities to the date of actual payment or discharge (notwithstanding any demand or judgement or the liquidation or administration of the Mortgagor or any arrangement or composition with creditors by the Mortgagor) at the Default Rate.

3. Charges

3.1 Fixed charge

The Mortgagor charges to the Mortgagee as a continuing security for the payment and discharge of the Secured Liabilities the following assets, both present and future:

- 3.1.1 by way of legal mortgage, the Property; and
- 3.1.2 by way of fixed charge, the full benefit of all agreements, contracts, guarantees, indemnities, warranties and other documents and arrangements relating to the Property to which the Mortgagor is or may become a party or is or becomes otherwise entitled in respect of the Property, and all rights and claims thereunder; and
- 3.1.3 by way of fixed charge, all loose plant, machinery and equipment owned by the Mortgagor and situated at the Property;
- 3.1.4 if and in so far as any assignment in clause 3.2 shall for any reason be ineffective as an assignment, by way of fixed charge the assets referred to in that clause.

3.2 Assignment

- 3.2.1 The Mortgagor assigns and agrees to assign absolutely to the Mortgagee by way of security, subject to reassignment by the Mortgagee to the Mortgagor at the end of the Security Period, the following assets, both present and future:
 - 3.2.1.1 all its rights, title and interest in and to all payments made under the Insurances and under the Authorisations;
 - 3.2.1.2 all its rights, title and interest in and to any rental and other income in respect of the Property;
 - 3.2.1.3 all the goodwill of the business carried on by the Mortgagor at the Property and the benefit of all contracts and claims in respect of that business; and
 - 3.2.1.4 all rights and claims to which it the Mortgagor is entitled in relation to the Charged Assets.
- 3.2.2 Notwithstanding the assignment in clause 3.2.1 the Mortgagor will remain liable to perform all the obligations to be performed on the part of the Mortgagor in respect of the assets assigned and the Mortgagee shall have no

obligation of any kind in respect of those assets nor any liability to perform the Mortgagor's obligations thereunder, unless the Mortgagee expressly agrees otherwise in writing. The Mortgagor will indemnify the Mortgagee in respect of all liabilities which the Mortgagee may incur in respect of the assets assigned under clause 3.2.1.

3.3 Floating Charge

- 3.3.1 The Mortgagor charges to the Mortgagee as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all the undertaking, property and assets of the Mortgagor at the Property from time to time which are not effectively charged by way of fixed charge or assigned under this Deed.
- 3.3.2 The Mortgagee may by notice in writing to the Mortgagor convert the floating charge contained in clause 3.3.1 into a fixed charge as regards any property assets and rights specified in such notice.
- 3.3.3 The floating charge contained in clause 3.3.1 will be automatically converted into a fixed charge, without any requirement for notice to be given by the Mortgagee, immediately upon the occurrence of the occurrence of an Enforcement Event.
- 3.3.4 The floating charge contained in clause 3.3.1 may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium, under Part A1 of the Insolvency Act 1986.
- 3.3.5 paragraph 14 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 of the Enterprise Act 2006) shall apply to any floating charge created under this Deed.

3.4 Priority and title guarantee

The charges and assignments created by this Deed are subject to the Prior Mortgage and are given with full title guarantee.

4. Undertakings

4.1 Duration

The undertakings in this clause 4 remain in force during the Security Period.

4.2 Negative pledge

The Mortgagor will not create or agree to create or permit to subsist any Security Interest over the Charged Assets, other than any Security Interests created by this Deed, the Prior Mortgage and any other Security Interest to which the Mortgagee has given its prior written consent.

4.3 Compliance with obligations

The Mortgagor will observe and perform all covenants, burdens, stipulations, requirements and obligations from time to time affecting the Charged Assets or the use, ownership, occupation, possession or other enjoyment of the Charged Assets whether imposed by statute, contract, lease or otherwise, and do all acts necessary or desirable to preserve its rights, title and interest in and to the Charged Assets.

4.4 Development and alterations

The Mortgagor will not, without the prior written consent of the Mortgagee, carry out or permit to be carried out any development on or alterations of any part of the Property.

4.5 Repair and insurance

The Mortgagor will keep the Property and all buildings thereon in good repair and condition and all fixtures, plant, machinery and equipment on the Property in good working order and condition (fair wear and tear excepted in the case of fixtures, plant, machinery and equipment) and fully protected against damage or deterioration and insured to their full reinstatement value and if required by the Mortgagee with the interest of the Mortgagee noted on such insurance. The Mortgagor will supply to the Mortgagee such information in connection with the Insurances as the Mortgagee may reasonably require.

4.6 Access

The Mortgagor will permit any person appointed by the Mortgagee, without the Mortgagee becoming liable to account as mortgagee in possession, (at reasonable times and upon reasonable notice) to enter upon the Property and inspect the state of the Charged Assets.

4.7 Relevant Legislation

The Mortgagor will:

- 4.7.1 not do or knowingly omit or knowingly suffer to be done or omitted any act, matter or thing in, on or in respect of the Property which contravenes the provisions of any Relevant Legislation; and
- 4.7.2 indemnify and keep indemnified the Mortgagee against all actions, proceedings, costs, expenses, claims and demands whatsoever in respect of any such act, matter or thing referred to in clause 4.7.1.

4.8 Authorisations

The Mortgagor will at all times acquire and maintain all Authorisations and will comply with all terms and conditions relating to all Authorisations and will not do or permit any act or omission whereby any Authorisation would be liable to be varied or revoked.

4.9 Restrictions on dealing with the Charged Assets

4.9.1 The Mortgagor will not without the Prior written consent of the Mortgagee (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time):

4.9.1.1 sell, transfer, lease, declare any trust in respect of or otherwise dispose of any of the Charged Assets or any interest therein; or

4.9.1.2 grant any lease, licence or tenancy or otherwise part with or share possession or occupation of the Property; or

4.9.1.3 agree to do any of those things.

4.9.2 The Mortgagor will not exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the Law of Property Act 1925 or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same.

4.10 Power to remedy

4.10.1 If the Mortgagor at any time defaults in complying with any of its obligations contained in this Deed, the Mortgagee shall, without prejudice to any other rights arising as a consequence of such default, be entitled to make good such default and the Mortgagor irrevocably authorises the Mortgagee and its employees and agents by way of security to do all such things necessary or desirable in connection with the same.

4.10.2 Any moneys so expended by the Mortgagee shall be repayable by the Mortgagor to the Mortgagee on demand together with interest at the Default Rate from the date of payment by the Mortgagee until such repayment, both before and after judgment.

5. Further assurance

The Mortgagor will, if and when required by the Mortgagee execute such further Security Interests and assurances in favour of the Mortgagee and do all such acts and things as the Mortgagee shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to perfect or protect the security intended to be created by this Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same.

6. Certain powers of the Mortgagee

6.1 Powers on enforcement

At any time on or after the occurrence of an Enforcement Event, or if requested by the Mortgagor, the Mortgagee may, without further notice and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925, as varied or extended by this Deed,

and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference.

6.2 Statutory power of leasing

The Mortgagee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Mortgagee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

6.3 Contingencies

6.3.1 If the Mortgagee enforces the security constituted by this Deed at a time when no amount in respect of the Secured Liabilities is due and payable, the Mortgagee (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account opened by the Mortgagee with any financial institution for this purpose.

6.3.2 The Mortgagee may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for payment of all costs, charges and expenses incurred and payments made by the Mortgagee (or the Receiver) in the course of such enforcement, payment of remuneration to the Receiver as and when the same becomes due and payable and payment of amounts due and payable in respect of the Secured Liabilities as and when the same become due and payable.

6.4 Redemption of prior security

6.4.1 At any time on or after the occurrence of an Enforcement Event, or if requested by the Mortgagor, the Mortgagee may:

6.4.1.1 redeem any prior Security Interest against any of the Charged Assets; and/or

6.4.1.2 procure the transfer of that Security Interest to itself; and/or

6.4.1.3 settle and pass the accounts of the prior mortgagee, chargee or encumbrancer and any accounts settled and passed will be conclusive and binding on the Mortgagor.

6.4.2 The Mortgagor will pay on demand all principal moneys, interest, costs, charges and expenses in connection with any such redemption and/or transfer.

6.5 Power of sale and right of consolidation

Sections 93 and 103 of the Law of Property Act 1925 do not apply to the security constituted by this Deed.

7. Appointment and powers of Administrator and Receiver

7.1 Appointment

- 7.1.1 At any time on or after the occurrence of an Enforcement Event, or if requested by the Mortgagor, the Mortgagee may by instrument in writing executed as a deed or under the hand of any duly authorised officer appoint any one or more persons to be an Administrator or a Receiver of the Charged Assets or any part thereof.
- 7.1.2 Where more than one Administrator or Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Mortgagee may specify to the contrary in the appointment.
- 7.1.3 The Mortgagee may (subject to section 45 of the Insolvency Act 1986) remove any Administrator or Receiver so appointed and appoint another in his place.

7.2 Receiver as agent

A Receiver shall be the agent of the Mortgagor and the Mortgagor will be solely responsible for his acts or defaults and for his remuneration.

7.3 Powers of Receiver

A Receiver shall have all the powers conferred from time to time on receivers and administrative receivers (whether or not the Receiver is an administrative receiver) by statute and power on behalf and at the expense of the Mortgagor to do, or omit to do, anything which the Mortgagor could do, or omit to do, in relation to the Charged Assets or any part thereof including (without limitation) power to:

- 7.3.1 take possession of, collect and get in, and give a good discharge for, all or any of the Charged Assets; and/or
- 7.3.2 exercise in respect of the Charged Assets all powers or rights available to a registered or other holder in such manner as he may think fit; and/or
- 7.3.3 carry on, manage, develop, reconstruct, amalgamate or diversify the whole or any part of the business carried on by the Mortgagor on the Property; and/or
- 7.3.4 lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage; and/or
- 7.3.5 raise or borrow any money from or incur any other liability to the Mortgagee or others on such terms, with or without security, as he may think fit and so that any such security may be or include a charge on the whole or any part of the Charged Assets ranking in priority to this security or otherwise; and/or
- 7.3.6 sell, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Assets for such consideration and generally on such terms and conditions as he may think fit; and the

consideration for such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall immediately be and become charged with the payment of all the Secured Liabilities; and/or

- 7.3.7 make any arrangement or compromise or enter into, or cancel, any contracts which he shall think expedient; and/or
- 7.3.8 make and effect such repairs, renewals and improvements to the Charged Assets or any part thereof as he may think fit and maintain, renew, take out or increase insurances; and/or
- 7.3.9 appoint managers, agents, officers and employees for any of the purposes referred to in this clause 7.3; and/or
- 7.3.10 institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Assets or any part thereof or submit to arbitration as he may think fit; and/or
- 7.3.11 delegate his powers in accordance with clause 10; and/or
- 7.3.12 sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers referred to in this clause 7.3 or to the realisation of the security created by or pursuant to this Deed and to use the name of the Mortgagor for all the purposes referred to in this clause 7.3.

7.4 Remuneration

The Mortgagee may from time to time determine the remuneration of any Receiver and section 109(6) of the Law of Property Act 1925 shall be varied accordingly.

7.5 Application of proceeds

All moneys received by the Mortgagee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Liabilities, in or towards satisfaction of such of the Secured Liabilities and in such order as the Mortgagee in its absolute discretion may from time to time conclusively determine, except that the Mortgagee may procure the payment of the same to the credit of a suspense account held with a financial institution in the name of the Mortgagee for so long and in such manner as the Mortgagee may from time to time determine and the Receiver may retain the same for such period as he and the Mortgagee consider expedient.

8. Protection of third parties

8.1 Deemed right to enforce

In favour of any purchaser (as defined in section 205 of the Law of Property Act 1925) or person dealing in good faith, the Secured Liabilities shall be deemed to become due, and all rights of enforcement conferred upon the Mortgagee by the Law of Property Act 1925, as varied and extended by this Deed, shall be deemed to arise, immediately after the execution of this Deed.

8.2 No enquiry required

No purchaser or other person dealing with the Mortgagee or a Receiver shall be bound or concerned to enquire whether any power exercised or purported to be exercised under this Deed has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by, or other dealing with, the Mortgagee or such Receiver or be concerned with notice to the contrary. Any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

9. Delegation

The Mortgagee 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. Any such delegation may be made upon the terms (including power to sub-delegate) and subject to any regulations which the Mortgagee or such Receiver (as the case may be) may think fit. Neither the Mortgagee nor any Receiver will be in any way liable or responsible to the Mortgagor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

10. Indemnity

The Mortgagor shall, within three Business Days of demand, indemnify the Mortgagee or Receiver against any cost, loss or liability incurred by the Mortgagee or by any Receiver as a result of the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Deed or any of the Charged Assets together with interest at the Default Rate from the date on which such cost, loss or liability was so incurred until the date of payment by the Mortgagor, both before and after judgment.

11. Power of attorney

11.1 Power of attorney

The Mortgagor, by way of security (and to secure proprietary interests of any delegates), irrevocably appoints each of the Mortgagee and any Receiver and their respective delegates severally to be its attorney in its name and on its behalf:

- 11.1.1 to execute and complete any documents or instruments which the Mortgagee or such Receiver may require for perfecting the title of the Mortgagee to the Charged Assets or for vesting the same in the Mortgagee, its nominee or any purchaser;

11.1.2 to sign, execute, seal and deliver, and otherwise perfect, any further Security Interests or other documents referred to in clause 5; and

11.1.3 otherwise generally to sign, seal, execute and deliver all deeds, agreements and other documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Mortgagee or a Receiver under this Deed or which may be deemed expedient by the Mortgagee or a Receiver in connection with any disposition, realisation or getting in of the Charged Assets or any part thereof or in connection with any other exercise of any power under this Deed.

11.2 Ratification

The Mortgagor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney pursuant to clause 11.1 shall do, or purport to do, in the exercise of his powers under clause 11.1.

12. Miscellaneous

12.1 Continuing security

This Deed and the obligations of the Mortgagor under this Deed shall:

12.1.1 secure the ultimate balance of the Secured Liabilities and shall be a continuing security notwithstanding any settlement of account or other matter whatsoever;

12.1.2 be subject to the Security Interests created by the Prior Mortgage.

12.1.3 be in addition to, and not prejudice or affect, any present or future Security Interest, or any other right or remedy held by or available to the Mortgagee; and

12.1.4 not merge with, or be in any way prejudiced or affected by the existence of, any such Security Interest, right or remedy.

12.2 Exercise of rights

The rights of the Mortgagee under this Deed may be exercised as often as necessary, and no waiver thereof shall be effective unless it is made by the Mortgagee in writing and with specific reference to the right concerned. Any delay in the exercise or non-exercise of any right of the Mortgagee under this Deed is not a waiver of that right.

12.3 Land Registry

12.3.1 In respect of the Property charged by this Deed, the title to which is or is to be registered at the Land Registry, the Mortgagor:

12.3.1.1 certifies that the security created by this Deed does not contravene any of the provisions of the constitutional or other governing documents of the Mortgagor; and

12.3.1.2 hereby consents to the filing at the Land Registry of an application by or on behalf of the Mortgagee for the entry of the following restriction in the Proprietorship Register of any relevant Property:

"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 [the date of this Deed] in favour of The Council of the City of Manchester referred to in the charges register or their conveyancer".

12.4 No responsibility for loss

Neither the Mortgagee nor any Receiver shall be responsible for any loss occasioned by the timing of the exercise of its powers under this Deed.

12.5 No liability as Mortgagee in possession

Neither the Mortgagee nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee or heritable creditor in possession may be liable as such.

12.6 Statutory powers and duties of the Mortgagee

Nothing contained or referred to in this Deed confers any permission, consent, approval, waiver or release by the Mortgagee as a statutory authority. No permission, consent, approval, waiver or release by the Mortgagee under or pursuant to this Deed shall constitute any permission, consent, approval or waiver by the Mortgagee as a statutory authority nor operate as a fetter or otherwise prejudice the rights, powers, duties and/or obligations of the Mortgagee in the exercise of its statutory rights, powers, duties functions or under any statutes, byelaws, instruments, orders or regulations binding upon or issued by the Mortgagee.

12.7 Other rights of the Mortgagee

Neither the existence of this Deed nor any permission, consent, approval, waiver or release by the Mortgagee under or pursuant to this Deed shall constitute any permission, consent, approval, waiver or release by the Mortgagee under any other agreement or document relating to the Charged Assets to which the Mortgagee is a party from time to time nor operate as a fetter or otherwise prejudice the rights and remedies of the Mortgagee under such other agreements and documents.

13. Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired.

14. Transfers

14.1 Transfer by the Mortgagee

The Mortgagee may assign or transfer the benefit of this Deed to any person to whom the Mortgagee is entitled to assign or transfer the benefit of the Principal Agreement.

14.2 Transfer by the Mortgagor

The Mortgagor may not assign or transfer any of its rights and obligations under or in respect of this Deed or enter into any transaction which would result in any of those rights and obligations passing to another person.

15. Notices

15.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing. Any such communication by the Mortgagee may be signed by an officer, employee or agent of the Mortgagee.

15.2 Communications by the Mortgagee

Without prejudice to any other effective means of service, any communication by the Mortgagee may be served on the Mortgagor personally at or by post to, the registered office or any place of business or last known address of the Mortgagor. Any such communication so served shall be deemed to have been received by the Mortgagor and to be effective:

15.2.1 if delivered personally, immediately upon delivery; and

15.2.2 if sent by post, on the second Business Day following the day on which it was deposited in the post postage prepaid, even if returned undelivered.

15.3 Communications by the Mortgagor

Any communication or document to be made or delivered to the Mortgagee will be treated as delivered for the purposes of this Deed only when actually received by the Mortgagee.

16. No set-off by the Mortgagor

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

17. Law of Property (Miscellaneous Provisions) Act 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of each document governing the terms of the Secured Liabilities and relating to any disposition of property shall be deemed to be incorporated in this Deed.

18. **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.

19. **Third party rights**

19.1 **Parties to this Deed**

19.1.1 Save as permitted in this Deed, a person who is not a Party to this Deed has no rights under the Third Parties Act to enforce any term of this Deed. This clause 19 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Third Parties Act.

19.1.2 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.

19.2 **Receivers and delegates**

Any Receiver and any delegate appointed under clause 9 may enforce and enjoy the benefit of any term of this Deed which expressly confers rights on it, subject to clause 19.1.2 above and the provisions of the Third Parties Act.

20. **Governing law and jurisdiction**

This Deed, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law and the Mortgagor irrevocably submits to the non-exclusive jurisdiction of the English courts.

In witness of which this Deed has been executed and delivered on the date first stated.

THE SCHEDULE

The Property

The land and buildings known as the Abercrombie Inn, 35 Bootle Street, Manchester M2 5GU registered at the Land Registry under title number GM864010.

EXECUTION PAGE

EXECUTED (but not delivered until the date hereof) as a DEED by JACKSONS ROW DEVELOPMENTS LIMITED acting by a director in the presence of:

DIRECTOR

WITNESS

Signature:

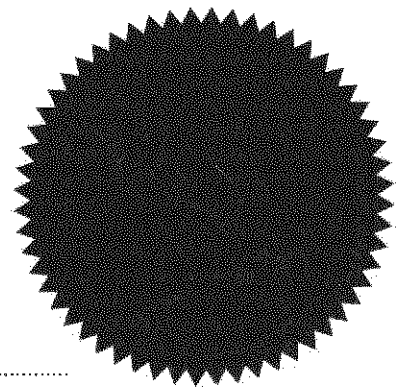
Name:

Address:

Occupation:

THE COMMON SEAL of the COUNCIL OF THE CITY OF MANCHESTER was hereunto affixed in pursuance of an Order of the Council of the said City

Authorised Signatory:



01111037