



**Registration of a Charge**

Company name: **NORTH WEST EVERGREEN (GP) LIMITED**

Company number: **07460907**



XA0BLC0B

Received for Electronic Filing: **15/03/2021**

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**Details of Charge**

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

Charge code: **0746 0907 0005**

Persons entitled: **GREATER MANCHESTER COMBINED AUTHORITY**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GUNNERCOOKE LLP**



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

Company number: 7460907

Charge code: 0746 0907 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th March 2021 and created by NORTH WEST EVERGREEN (GP) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th March 2021 .

Given at Companies House, Cardiff on 16th March 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**

# FREETHS

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- (1) GREATER MANCHESTER COMBINED AUTHORITY
- (2) NORTH WEST EVERGREEN LIMITED  
PARTNERSHIP acting by its general partner NORTH  
WEST EVERGREEN (GP) LIMITED

BANK ACCOUNT CHARGE

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THIS DEED is made on

8 MARCH

2021

**BETWEEN**

- (1) **NORTH WEST EVERGREEN LIMITED PARTNERSHIP** acting by its general partner **NORTH WEST EVERGREEN (GP) LIMITED** (the **Borrower**); and
- (2) **GREATER MANCHESTER COMBINED AUTHORITY** (the **Original Lender**).

**BACKGROUND**

- (A) The Lender has agreed pursuant to the Facility Agreement to provide the Borrower with loan facilities on a secured basis.
- (B) This Deed provides security which the Borrower has agreed to give the Lender for making the loan facilities available under the Facility Agreement.

**OPERATIVE PROVISIONS**

**1. DEFINITIONS AND INTERPRETATION**

**1.1. Definitions**

Terms defined in the Facility Agreement shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed:

|                                  |  |
|----------------------------------|--|
| Account                          | each of the accounts listed in Schedule 1 (Charged Accounts) held with the Account Banks as each such account may be renamed, renumbered or re-designated from time to time.   |
| Account Bank                     | Barclays Bank PLC and Lloyds Bank plc.   |
| Deposit                          | all monies from time to time standing to the credit of the Accounts, together with all other rights and benefits accruing to or arising in connection with the Accounts (including, but not limited to, entitlements to interest). |
| Facility Agreement               | the facility agreement dated on or around the date of this Deed between the Borrower and the Lender for the provision of the loan facilities secured by this Deed.   |
| Financial Collateral             | has the meaning given to that expression in the Financial Collateral Regulations.  |
| Financial Collateral Regulations | the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).  |
| LPA 1925                         | the Law of Property Act 1925.  |

Secured Assets

all the assets, property and undertaking of the Borrower which are, or are expressed to be, subject to the Security created by, or pursuant to, this Deed (and references to the Secured Assets shall include references to any part of them).

Secured Liabilities

all present and future obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Facility Agreement or this Deed (including, without limitation, those arising under clause 20.3.2), together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.

Security Financial Collateral Arrangement

has the meaning given to that expression in the Financial Collateral Regulations.

Security

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period

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

The provisions of Clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as if they were set out in full in this Deed, except that each reference in that clause to the Facility Agreement shall be read as a reference to this Deed.

1.3. Clawback

If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4. Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

**2. COVENANT TO PAY**

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

**3. GRANT OF SECURITY**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of first fixed charge, all of its present and future right, title, benefit and interest in and to the Accounts and the Deposits.

**4. LIABILITY OF THE BORROWER**

**4.1. Liability not discharged**

The Borrower's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 4.1.1. any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 4.1.2. the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 4.1.3. any other act or omission that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

**4.2. Immediate recourse**

The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Borrower.

**5. COVENANTS**

**5.1. Negative pledge and disposal restrictions**

The Borrower shall not at any time, except with the prior written consent of the Lender:

- 5.1.1. create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this Deed or any Permitted Security;
- 5.1.2. sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Secured Assets; or
- 5.1.3. create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.
- 5.2. Restrictions on repayment and withdrawals  
The Borrower shall not:
  - 5.2.1. make any request or demand for repayment or payment of all or any part of the Deposit;
  - 5.2.2. withdraw or transfer all or any part of the Deposit until after the Security Period has expired;
  - 5.2.3. permit or agree to any variation of the rights attaching to any Account or close any Account; or
  - 5.2.4. do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this Deed (including, without limitation, closing any Account).
- 5.3. Compliance with laws and regulations
  - 5.3.1. The Borrower shall not, without the Lender's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.
  - 5.3.2. The Borrower shall:
    - 5.3.2.1. comply with the requirements of any law or regulation relating to or affecting the Secured Assets or the use of them or any part of them; and
    - 5.3.2.2. obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve or maintain any Secured Asset.
- 5.4. Enforcement of rights  
The Borrower shall use its best endeavours to:
  - 5.4.1. procure the prompt observance and performance by each counterparty to any agreement or arrangement with the Borrower forming part of, or relating to, the Secured Assets of the covenants and other obligations imposed on that counterparty; and



- 5.4.2. enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets as the Lender may require from time to time.
- 5.5. Notice of misrepresentation and breaches  
The Borrower shall, promptly on becoming aware of any of the same, notify the Lender in writing of any breach of any covenant set out in this Deed.
- 5.6. Title documents  
The Borrower shall, upon written request by the Lender, deposit with the Lender and the Lender shall, for the duration of this Deed be entitled to hold all deeds and documents of title (including certificates of deposit and deposit receipts) relating to the Deposits and the Accounts that are in the possession or control of the Borrower (and if they are not within the possession and/or control of the Borrower, the Borrower undertakes to obtain possession of all those deeds and documents of title).
- 5.7. Notice of charge  
The execution of this Deed by the Borrower and the Lender shall constitute notice to the Lender of the charge created by this Deed over the Accounts and the Deposit.
- 5.8. Information  
The Borrower shall:
- 5.8.1. give the Lender such information concerning the Secured Assets as the Lender may require;
- 5.8.2. permit any persons designated by the Lender to enter on its premises and inspect and examine the records relating to the Secured Assets, at all reasonable times and on reasonable prior notice; and
- 5.8.3. promptly notify the Lender in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Borrower's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Lender's prior approval, implement those proposals at its own expense.
- 5.9. Payment of account charges  
The Borrower shall promptly pay all charges and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Lender.

## 6. POWERS OF THE LENDER

- 6.1. Power to remedy

- 6.1.1. The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this Deed.
- 6.1.2. The Borrower irrevocably authorises the Lender and its agents to do all things that are necessary or desirable for that purpose.
- 6.1.3. The Borrower shall reimburse the Lender, on a full indemnity basis, for any monies the Lender expends in remedying a breach by the Borrower of its obligations contained in this Deed, and such monies shall carry interest in accordance with clause 11.1.
- 6.2. Exercise of rights
  - 6.2.1. The rights of the Lender under clause 6.1 are without prejudice to any other rights of the Lender under this Deed.
  - 6.2.2. The exercise of any rights of the Lender under this Deed shall not make the Lender liable to account as a mortgagee in possession.
- 6.3. Conversion of currency
  - 6.3.1. For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this Deed (including the proceeds of any previous conversion under this clause 6.3) from their existing currencies of denomination into any other currencies of denomination that the Lender may think fit.
  - 6.3.2. Any such conversion shall be effected at the Account Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency.
  - 6.3.3. Each reference in this clause 6.3 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.
- 6.4. Indulgence

The Lender may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this Deed or to the liability of the Borrower for the Secured Liabilities.

## **7. WHEN SECURITY BECOMES ENFORCEABLE**

- 7.1. Security becomes enforceable on Event of Default

The security constituted by this Deed shall become immediately enforceable if an Event of Default occurs and is continuing.

7.2. Discretion

After the security constituted by this Deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

8. **ENFORCEMENT OF SECURITY**

8.1. General

8.1.1. 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.

8.1.2. The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under clause 7.1.

8.1.3. Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

8.2. Application of the Deposit

After the security constituted by this Deed has become enforceable, the Lender shall be entitled to apply, transfer or set off all or any part of the Deposit to discharge in whole or in part, the Secured Liabilities in accordance with the provisions of this Deed.

8.3. Redemption of prior Security

8.3.1. At any time after the security constituted by this Deed has become enforceable the Lender may:

8.3.1.1. redeem any prior Security over any Secured Asset;

8.3.1.2. procure the transfer of that Security to itself; and

8.3.1.3. settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Borrower).

8.3.2. The Borrower shall pay to the Lender immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this Deed as part of the Secured Liabilities.

8.4. Protection of third parties

No purchaser, mortgagee or other person dealing with the Lender or any Delegate shall be concerned to enquire:

8.4.1. whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

- 8.4.2. whether any power the Lender or a Delegate is purporting to exercise has become exercisable or is being properly exercised; or
- 8.4.3. how any money paid to the Lender or any Delegate is to be applied.
- 8.5. Privileges

The Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.
- 8.6. No liability as mortgagee in possession

Neither the Lender nor any Delegate shall be liable, by reason of entering into possession of a Security Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.
- 8.7. Conclusive discharge to purchasers

The receipt of the Lender or any Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Lender and every Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.
- 8.8. Right of appropriation
  - 8.8.1. To the extent that:
    - 8.8.1.1. the Secured Assets constitute Financial Collateral; and
    - 8.8.1.2. this Deed and the obligations of the Borrower under it constitute a Security Financial Collateral Arrangement,the Lender shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Lender may, in its absolute discretion, determine.
  - 8.8.2. The value of any Secured Assets appropriated in accordance with this clause shall be, in the case of cash, the amount standing to the credit of the Account, together with any accrued but unpaid interest, at the time that the right of appropriation is exercised.
  - 8.8.3. The Borrower agrees that the method of valuation provided for in this clause is commercially reasonable for the purposes of the Financial Collateral Regulations.

## 9. DELEGATION

### 9.1. Delegation

The Lender may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under clause 13.1).

9.2. Terms

The Lender may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.

9.3. Liability

The Lender shall not be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

10. APPLICATION OF PROCEEDS

10.1. Order of application of proceeds

All monies received or recovered by the Lender or a Delegate under this Deed or in connection with the realisation or enforcement of all or part of the security constituted by this Deed, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Lender's right to recover any shortfall from the Borrower):

10.1.1. in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Lender (and any Delegate, attorney or agent appointed by it) under or in connection with this Deed;

10.1.2. in or towards payment of the Secured Liabilities in any order and manner that the Lender determines; and

10.1.3. in payment of the surplus (if any) to the Borrower or other person entitled to it.

10.2. Appropriation

Neither the Lender nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

10.3. Suspense account

All monies received by the Lender or a Delegate under this Deed:

10.3.1. may, at the discretion of the Lender or Delegate, be credited to a suspense account;

10.3.2. shall bear interest, if any, at the rate agreed in writing between the Lender and the Borrower; and

10.3.3. may be held in that account for so long as the Lender or Delegate thinks fit.

## 11. COSTS AND INDEMNITY

### 11.1. Costs

The Borrower shall, within three Business Days of demand, pay to, or reimburse, the Lender, on a full indemnity basis, all properly incurred costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Lender or any Delegate in connection with:

11.1.1. the negotiation, preparation, execution and delivery of this Deed;

11.1.2. the Secured Assets;

11.1.3. taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or a Delegate's rights under this Deed;

11.1.4. any amendment, extension, waiver, consent or suspension of rights (or any proposal for any of these) under or in connection with this Deed;

11.1.5. any release of any security constituted by this Deed; or

11.1.6. taking proceedings for, or recovering, any of the Secured Liabilities, together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment) at the rate and in the manner specified in the Facility Agreement.

### 11.2. Indemnity

11.2.1. The Borrower shall, within three Business Days of demand, indemnify the Lender and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

11.2.1.1. the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Secured Assets;

11.2.1.2. taking, holding, protecting, perfecting, preserving, releasing or enforcing (or attempting to do so) the security constituted by this Deed; or

11.2.1.3. any default or delay by the Borrower in performing any of its obligations under this Deed.

- 11.2.2. Any past or present employee or agent may enforce the terms of this clause 11.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

## 12. FURTHER ASSURANCE

The Borrower shall promptly, at its own expense, take whatever action the Lender may reasonably require for:

- 12.1.1. creating, perfecting or protecting the security created or intended to be created by this Deed;
- 12.1.2. facilitating the realisation of any Secured Asset; or
- 12.1.3. facilitating the exercise of any right, power, authority or discretion exercisable by the Lender in respect of any Secured Asset,

including, without limitation the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, the Lender may consider necessary or desirable.

## 13. POWER OF ATTORNEY

### 13.1. Appointment of attorneys

By way of security, the Borrower, following the occurrence of an Event of Default which is continuing, irrevocably appoints the Lender and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- 13.1.1. the Borrower is required to execute and do under this Deed; or
- 13.1.2. any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Lender or any Delegate.

### 13.2. Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 13.1.

**14. RELEASE**

Subject to clause 20.3, at the end of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Secured Assets from the security constituted by this Deed.

**15. SET-OFF**

**15.1. Lender's right of set-off**

The Lender may at any time set off any matured liability of the Borrower to the Lender against any matured liability of the Lender to the Borrower, 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.

**15.2. No obligation to set off**

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

**15.3. Exclusion of Borrower's right of set-off**

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

**16. AMENDMENTS, WAIVERS AND CONSENTS**

**16.1. Amendments**

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

**16.2. Waivers and consents**

**16.2.1.** A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any subsequent right or remedy. It only applies to the circumstances in relation to which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

**16.2.2.** A failure by the Lender to exercise, or delay by it in exercising, any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this



Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Lender shall be effective unless it is in writing.

**16.3. Rights and remedies**

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

**17. PARTIAL INVALIDITY**

If, at any time, any provision of this Deed is or becomes invalid, illegal 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 provision under the law of any other jurisdiction will in any way be affected or impaired.

**18. COUNTERPART**

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

**19. THIRD PARTY RIGHTS**

- 19.1.1. Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed.
- 19.1.2. Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

**20. FURTHER PROVISIONS**

**20.1. Independent security**

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Lender may hold for any of the Secured Liabilities at any time. No prior security held by the Lender over the whole or any part of the Secured Assets shall merge in the security created by this Deed.

**20.2. Continuing security**

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or

intermediate payment, or other matter or thing, unless and until the Lender discharges this Deed in writing.

20.3. Discharge conditional

Any release, discharge or settlement between the Borrower and the Lender shall be conditional on no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced, set aside or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or for any other reason. Despite any such release, discharge or settlement:

20.3.1. the Lender or its nominee may retain this Deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Lender deems necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

20.3.2. the Lender may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

20.4. Certificates

Any certification or determination by the Lender of any rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

20.5. Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

## 21. GOVERNING LAW AND JURISDICTION

21.1. Governing law

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

21.2. Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

21.3. Other service

The Borrower irrevocably consents to any process in any legal action or proceedings under clause 21.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

# SCHEDULE 1

## Accounts

| Account Bank      | Account Name                       | Sort Code | Account Number |
|-------------------|------------------------------------|-----------|----------------|
| Barclays Bank PLC | Project Returns                    | 200000    | 13471780       |
| Barclays Bank PLC | Contribu Dep ACC B<br>PA           | 200000    | 43800164       |
| Barclays Bank PLC | Project Returns                    | 200000    | 63208389       |
| Barclays Bank PLC | Deposit 81105                      | 200000    | 73903524       |
| Barclays Bank PLC | Deposit 81104                      | 200000    | 83706230       |
| Barclays Bank PLC | Current Cont Acc                   | 200000    | 83877965       |
| Barclays Bank PLC | Deposit 81103                      | 200000    | 93487938       |
| Lloyds Bank plc   | North West Evergreen<br>LP – 81105 | 309749    | 35750460       |
| Lloyds Bank plc   | North West Evergreen<br>LP – 81104 | 309749    | 36584568       |
| Lloyds Bank plc   | North West Evergreen<br>LP – 81103 | 309749    | 37629060       |
| Lloyds Bank plc   | North West Evergreen<br>LP – 81170 | 309749    | 37629468       |

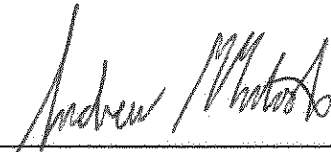
**SIGNATURE PAGE**

Borrower

**EXECUTED as a DEED by  
NORTH WEST EVERGREEN LIMITED  
PARTNERSHIP acting by its general  
partner NORTH WEST EVERGREEN (GP)  
LIMITED**

acting by a director in the presence of:

Director



Witness' Signature:



Witness' Name: SARAH MCINTOSH

Witness' Address: 160 FRAMINGHAM ROAD

SALE  
M33 3RG

Lender

The **COMMON SEAL** of the **GREATER  
MANCHESTER COMBINED AUTHORITY**  
was hereunto affixed  
in pursuance of an Order of the Council of  
the said City:

Authorised Signatory:

Print Name:

**SIGNATURE PAGE**

Borrower

**EXECUTED as a DEED by  
NORTH WEST EVERGREEN LIMITED  
PARTNERSHIP** acting by its general  
partner **NORTH WEST EVERGREEN (GP)  
LIMITED**  
acting by a director in the presence of:

\_\_\_\_\_  
Director

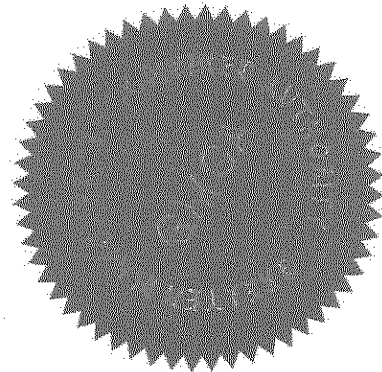
Witness' Signature:

Witness' Name:

Witness' Address:

Lender

The **COMMON SEAL** of the **GREATER  
MANCHESTER COMBINED AUTHORITY**  
was hereunto affixed  
in pursuance of an Order of the Council of  
the said City:



Authorised Signatory: *G Williams*

Print Name: *Gwynne Williams*