

MR01

Particulars of a charge



Companies House



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A fee is payable with this form
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☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR01



A12 *A73U6655* 14/04/2018 #364
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

Company number 08548526
Company name in full SELBY AND DISTRICT HOUSING TRUST

2 For official use
→ **Filling in this form**
Please complete in typescript or in
bold black capitals.
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 29/03/2018

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name SELBY DISTRICT COUNCIL

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

MR01
Particulars of a charge

4	Brief description Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument. Brief description FIXED CHARGE OVER LAND AT CHESTNUT TERRACE AND VIKING DRIVE RICCALL YORK BEING PART OF THE LAND IN TITLE NUMBER NYK366707 TOGETHER WITH WHATEVER INTEREST THE COMPANY HAS IN LAND ADJOINING. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
5	Other charge or fixed security Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	1 This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X <i>M. M. to Selby David Lewis</i> X This form must be signed by a person with an interest in the charge.	

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Josephine Nylan**

Company name **Selby District Council**

Address **Civic Centre**

Doncaster Road

Post town **Selby**

County/Region **North Yorkshire**

Postcode **D L 8 2 H T**

Country **England**

DX

Telephone **01757 292055**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8548526

Charge code: 0854 8526 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2018 and created by SELBY AND DISTRICT HOUSING TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th April 2018.

Given at Companies House, Cardiff on 23rd April 2018

P



Companies House



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

dated *29 March* 201*8*

Selby and District Housing Trust

(as Chargor)

and

Selby District Council

(as Lender)

Fixed Charge Over Land

(To: The Chief Land Registrar. Note: This Charge contains (in clause 4.1) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of the Lender to enter a restriction in the Proprietorship Register and (in clause 4.3.3) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of the Lender to enter a notice on the Charges Register.)

*CERTIFIED AS A TRUE
COPY OF THE ORIGINAL
Jm 18/4
12.4.18
SELBY DISTRICT COUNCIL*

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dated *29 March* 201*8*

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*CERTIFIED AS A TRUE
COPY OF THE ORIGINAL*

*M. Ash
12.4.18
SELBY DISTRICT COUNCIL*

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Deed

Dated *29 March* 201*7*8

Parties

- (1) **Selby and District Housing Trust** a company incorporated in England and Wales with registration number 08548526 whose registered office is at The Civic Centre, Doncaster Road, Selby, YO8 9FT (the **Chargor**); and
- (2) **Selby District Council** of The Civic Centre, Doncaster Road, Selby, YO8 9FT (the **Lender**).

Introduction

- (A) The Lender has made loan facilities available to the Chargor in accordance with the terms of the Facility Agreement.
- (B) It is a condition to the granting of the loan facilities under the Facility Agreement that the Chargor enters into this deed.
- (C) It is intended by the parties to this document that it will take effect as a deed despite the fact that a party may only execute this document under hand.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

In this deed unless the context otherwise requires:

Charged Assets means all the assets, rights, property and undertaking of the Chargor from time to time mortgaged, charged, assigned or agreed to be assigned to, the Lender by the Chargor under this deed;

Collateral Rights means all rights, powers and remedies of the Lender provided by or pursuant to this deed or by law;

Competent Authority means any legal person and/or any court of law or tribunal in each case having authority under applicable Environmental Law;

Dangerous Substances has the meaning given to that term in the Facility Agreement;

Enforcement Event means the occurrence of (a) an Event of Default; (b) a Potential Event of Default;

Environmental Audit means a full risk assessment of the Charged Assets to ascertain the nature and extent of any harm or detriment caused to, or the risk of any possible harm or detriment which may be caused to the environment by any activity, including soil, air or water testing of the Charged Assets and any other property;

Environmental Law means all present and future rules of common law, acts, regulations, standards or codes having the force of law, any code of practice, circular, guidance note and the like, applicable rights or obligations under European Community Law, and any notices, directions, impositions or requirements issued, imposed or directed by any Competent Authority relating to the protection of human health and safety, the protection of property and proprietary rights, or the protection of the environment or the generation, transportation, storage, use, treatment or disposal of Dangerous Substances;

Environmental Licence means a licence, permit, certificate of registration, consent, or approval, including any conditions which attach thereto, which relate to or affect the Charged Assets and which is required by an Environmental Law;

Event of Default has the meaning given to it in the Facility Agreement;

Facility Agreement means the facility agreement dated 10 February 2015 between, the Chargor and the Lender under which the Lender has agreed to make available the loan facilities to the Chargor;

Finance Documents has the meaning given to it in the Facility Agreement;

Fixtures includes all buildings, erections and structures at any time on or in the course of construction on the Real Property and includes all fixtures, fittings, plant, materials, machinery, equipment, installations and apparatus now and from time to time in or on the Real Property;

Insurances means all contracts and policies of insurance of whatever nature which are from time to time taken out by or with the authority or on behalf of the Chargor in relation to the Charged Assets;

Insured Risks means fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion, malicious damage, landslide, subsidence, burst pipes, environmental pollution, terrorist acts and other such risks as the Lender may, from time to time, require insofar as cover is available in the London market including demolition and site clearance costs and expenses and architects', surveyors' and other professional fees and all other incidental expenses;

Plan means Plan 1 and Plan 2 attached hereto as Schedule 3;

Planning Acts means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004 and any orders, regulations or permissions (which are legally binding upon the Chargor or its assets) made, issued or granted under or by virtue of those Acts or any of them;

Potential Event of Default has the meaning given to it in the Facility Agreement;

Real Property means:

- (a) all the freehold property in England and Wales specified in schedule 1;

- (b) any Fixtures from time to time situated on or forming part of such freehold property; and
- (c) all Related Rights;

Receiver means a receiver or receiver and manager of the whole or any part of the Charged Assets;

Related Rights means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, covenants, easements, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset;

Relevant Currency means in relation to each of the Chargor's Liabilities the currency in which it is from time to time denominated;

Secured Liabilities means all the money and liabilities now or hereafter due owing or incurred to the Lender by the Chargor under the terms of the Facility Agreement and/or this deed (including, without limitation, under any amendments, supplements or restatements of the Facility Agreement and/or this deed or in relation to any new or increased advances or utilisations) in any manner whatsoever, in any currency or currencies (whether present or future, actual or contingent) and whether owed by the Chargor as principal or surety or incurred solely or jointly with another, together with all interest accruing thereon and all costs charges and expenses incurred by the Lender in connection therewith and **Secured Liability** means any one of these obligations;

Security means the security constituted by or pursuant to this deed;

Security Right has the meaning given to that term in the Facility Agreement; and

Tax includes any form of taxation, levy, duty, charge, contribution or impost of whatever nature (including any applicable fine, penalty, surcharge or interest) imposed by any government authority, body or official (whether central, local, state or federal) anywhere in the world competent to impose any of them.

1.2 Interpretation

In this deed references to:

the **Chargor** or the **Lender** where the context admits include a reference to its respective successors, assigns and/or transferees;

persons include bodies corporate, unincorporated associations and partnerships in each case whether or not having a separate legal personality;

words importing one gender will be treated as importing any gender, words importing individuals will be treated as importing corporations and vice versa, words importing the singular will be treated as importing the plural and vice versa and words importing the whole will be treated as including a reference to any part, except where the context specifically requires otherwise;

this deed or to a provision of this deed, or any other document are references to it as amended, restated, supplemented or novated from time to time;

the words **include** or **including** (or any similar term) are not to be construed as implying any limitation and general words introduced by the word 'other' (or any similar term) 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;

statutory provisions, enactments or EC Directives will include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or EC Directive, whether before or after the date of this deed.

1.3 Facility Agreement

Words and expressions defined in the Facility Agreement will have the same meanings when used in this deed, unless the context otherwise requires. In the case of inconsistency definitions set out in the Facility Agreement will prevail.

1.4 Headings

The clause, paragraph and schedule headings and the table of contents are inserted for ease of reference only and will not affect construction.

1.5 Third party rights

A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

2 Payment of Secured Liabilities

2.1 Covenant to pay

The Chargor covenants with the Lender that it will, on demand, discharge all of the obligations which it may at any time have to the Lender in respect of the Secured Liabilities as and when they fall due for payment.

2.2 Interest on demand

If the Chargor fails to pay any sum on the due date for payment of that sum the Chargor will pay interest on such sum (before and after any judgement) from the date of demand until the date of payment calculated on a daily basis at Default Rate and compounded (if unpaid) at such intervals as the Lender may determine. Such interest will be calculated on the basis of a 365 day year.

3 Security

3.1 Fixed charges

The Chargor hereby charges in favour of the Lender with full title guarantee for the payment and discharge of the Secured Liabilities by way of first fixed charge (which so far as it relates to land in England and Wales the legal title to which is vested in the Chargor at the date of this deed will be a charge by way of legal mortgage) all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets:

- 3.1.1 the Real Property;
- 3.1.2 all rents receivable from any lease granted out of any Real Property and the benefit of all guarantees, indemnities, rent deposits, agreements, undertakings and warranties relating to the same;
- 3.1.3 the benefit of all licences, consents and authorisations held or utilised by the Chargor in connection with the Charged Assets or the use of any of the Charged Assets;
- 3.1.4 all its rights and interests in and claims under the Insurances issued in relation to the Charged Assets.

3.2 Assignments

The Chargor hereby assigns and agrees to assign by way of security to the Lender with full title guarantee (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been given)) for the payment and discharge of the Secured Liabilities, all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets:

- 3.2.1 all claims, remedies, awards or judgements paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above) in each case relating to the Charged Assets;
- 3.2.2 all rights and claims to which the Chargor is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on the Real Property; and
- 3.2.3 the benefits of all guarantees, warranties and representations given or made by and any rights or remedies against all or any of the valuers, professional advisers, contractors or sub-contractors or manufacturers, suppliers and installers of any Fixtures in each case in connection with the Real Property.

4 The Land Registry and further advances

4.1 Land registration

The Chargor hereby consents to an application being made to the Chief Land Registrar by or on behalf of the Lender to enter the following restriction (in form P of schedule 4 to the

Land Registration Rules 2003) in the Proprietorship Register of any property which is, or is required to be, registered forming part of the Real Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [the date of this deed] in favour of Selby District Council (as Lender) referred to in the Charges Register".

4.2 Implied covenants

For the purposes of Rule 68(1) of the Land Registration Rules 2003, the covenants set out in Sections 2 to 5 (inclusive) of the Law of Property (Miscellaneous Provisions) Act 1994 will be extended by the provisions of this deed.

4.3 Further advances

4.3.1 Subject to the terms of the Facility Agreement, the Lender is under an obligation to make further advances to the Chargor.

4.3.2 For the purposes of sub-section 94(1)(c) of the Law of Property Act 1925, sub-section 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003, the obligation on the Lender to make further advances will be deemed to be incorporated in this deed as if the same were set out in this deed.

4.3.3 For the purposes of the Land Registration Rules 2003 and sub-section 49(3) of the Land Registration Act 2002, the Chargor hereby consents to an application being made to the Chief Land Registrar by or on behalf of the Lender for the entry of a note of the obligation to make further advances on the Charges Register of any registered land forming part of the Real Property.

5 Further assurance

5.1 Further assurance: general

The Chargor will, at its own expense, promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may specify (and in such form as the Lender may require in favour of the Lender or its nominee(s)):

5.1.1 to perfect or protect the security created or intended to be created in respect of the Charged Assets (which may include the execution by the Chargor of a mortgage, fixed charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of the Collateral Rights; and/or

5.1.2 to facilitate the realisation of the Charged Assets; and/or

5.1.3 to obtain all necessary consents to procure the registration of this deed at Companies House and, in respect of the Real Property, at the Land Registry or on the Land Charges Register as appropriate.

5.2 Consents

The Chargor will use all reasonable endeavours to obtain (in form and content satisfactory to the Lender) as soon as possible any consents necessary to enable the relevant assets of the Chargor purported to be so charged or assigned to be the subject of an effective fixed charge or assignment pursuant to clauses 3.1 and 3.2 and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Chargor shall promptly deliver a copy of each consent to the Lender.

5.3 Preservation of rights

Neither the obligations of the Chargor contained in this deed nor the rights, powers and remedies conferred in respect of the Chargor upon the Lender by the Facility Agreement or by law shall be discharged, impaired or otherwise affected by:

- 5.3.1 the winding-up, dissolution, administration or reorganisation of the Chargor or any other person or any change in its status, function, control or ownership;
- 5.3.2 any of the obligations of the Chargor or any other person under the Finance Documents or under any other security relating to the Finance Documents being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- 5.3.3 time or other indulgence being granted or agreed to be granted to the Chargor or any other person in respect of its obligations under the Finance Documents or under any such other security;
- 5.3.4 any amendment to, or any variation, waiver or release of any obligation of the Chargor or any other person under the Finance Documents or under any such other security;
- 5.3.5 any failure to take, or fully to take, any security contemplated by the Finance Documents or otherwise agreed to be taken in respect of the Chargor's or any other person's obligations under the Finance Documents;
- 5.3.6 any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any security taken or agreed to be taken in respect of the Chargor's or any other person's obligations under the Finance Documents; or
- 5.3.7 any other act, event or omission which, but for this clause 5.3, might operate to discharge, impair or otherwise affect any of the obligations of the Chargor or any other person or any of the rights, powers or remedies conferred upon the Lender by the Finance Documents or by law.

6 Negative pledge and disposal restrictions

6.1 Negative pledge

Save as permitted by the Facility Agreement the Chargor will not, without the prior written consent of the Lender, create, or permit to arise, or continue (in favour of any person other than the Lender) any Security Right over the Charged Assets now or in the future, or

agree or attempt to do so, or increase or extend any liability of the Chargor secured on any of the Charged Assets.

6.2 Disposal of fixed charge assets

The Chargor will not, without the prior written consent of the Lender (whether by a single transaction or number of related or unrelated transactions, and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of the Charged Assets charged or assigned by clauses 3.1 and 3.2 or any interests therein or the right to receive or to be paid the proceeds arising from their disposal or agree or attempt to do so.

7 Representations and warranties

7.1 Duration and to whom made

The representations and warranties made by the Chargor in this clause 7 will remain in force for (and will be deemed repeated on each day falling during) the period for which the Secured Liabilities are outstanding and are given to the Lender.

7.2 Matters represented

Except as disclosed in writing to the Lender or in any certificate of title addressed to the Lender on or prior to the date of this deed or on or prior to the date the Real Property becomes subject to a fixed charge hereunder:

- 7.2.1 the Chargor is the legal and beneficial owner of the Real Property;
- 7.2.2 planning permission has been obtained or is deemed to have been granted in accordance with statute for the purposes of the Planning Acts and has been complied with in respect to any development and the existing use of the Real Property and the Planning Acts and all relevant building regulations or previously relevant building bye-laws have been complied with in respect of all developments, alterations and improvements to the Real Property and they have also been complied with in respect of the use of the Real Property
- 7.2.3 there are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever affecting the Real Property which materially adversely affect or are likely to materially adversely affect the value of the Real Property or the ability of the Chargor to perform its obligations owed to the Lender;
- 7.2.4 nothing has arisen or has been created or is subsisting which would be an overriding interest over the Real Property which materially adversely affects or is likely to materially adversely affect the value of the Real Property or the ability of the Chargor to perform its obligations owed to the Lender;
- 7.2.5 no facilities necessary for the enjoyment and use of the Real Property are enjoyed by the Real Property on terms entitling any person to terminate or curtail its or their use which materially adversely affects or is likely to materially adversely affect the value of the Real Property or the ability of the Chargor to perform its obligations owed to the Lender;

- 7.2.6 the Chargor has received no notice of any adverse claims by any person in respect of the ownership of the Real Property or any interest therein, nor has any acknowledgement been given to any person in respect thereof which has not been disclosed to the Lender;
- 7.2.7 the Real Property will be free from any tenancies or licences other than those tenancies or licences permitted by the Lender;
- 7.2.8 the Chargor has disclosed to the Lender full details of all inspections, investigations, studies, Environmental Audits and other analyses commissioned by it in relation to environment matters in respect of the Real Property and any adjoining land;
- 7.2.9 the Chargor is, and has at all times been, in compliance with Environmental Law and has not caused or permitted any liability to arise under them and no circumstances exist which are known to it which may be expected to prevent or interfere with it being in compliance with any Environmental Laws; and
- 7.2.10 the Chargor has obtained and is, and has at all times been, in compliance with Environmental Licences and no circumstances exist which might reasonably be expected to prevent or interfere with such compliance in the future.

7.3 Security created

Subject to registration at Companies House and at the Land Registry or at the Land Charges Registry as appropriate, this deed creates those security interests it purports to create ranking as set out above and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

8 General undertakings

8.1 Not to jeopardise the Security

The Chargor will not do or allow to be done anything which could reasonably be expected materially to decrease the value of the Security to the Lender (other than fair wear and tear arising from the use of the Charged Assets in the ordinary course of business).

8.2 Maintenance

The Chargor will keep all Fixtures, fittings and other equipment included in the Charged Assets in good and tenable repair and condition and when necessary replace the same by items of similar quality and value.

8.3 Information and access

The Chargor will at the request of the Lender, promptly provide the Lender with such information as the Lender may reasonably require about the Charged Assets and the Chargor's compliance with the terms of this deed and the Chargor will permit the Lender, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice:

- 8.3.1 to view the Charged Assets (without becoming liable as mortgagee in possession); and

8.3.2 to inspect and take copies and extracts from such books, accounts and records of the Chargor as relate to the Charged Assets.

8.4 Law

The Chargor will comply with all applicable laws and regulations affecting the Charged Assets.

9 Real Property

The Chargor undertakes to the Lender at all times:

9.1 Repair

following completion of the Development to keep the Real Property in good and substantial repair and condition;

9.2 Outgoings

to pay punctually all Taxes, rents, rates, duties, assessments and other outgoings payable in respect of the Real Property;

9.3 Covenants

to perform and observe all covenants (positive and restrictive), conditions and stipulations from time to time affecting the Real Property or the use or enjoyment of it;

9.4 Alterations

following completion of the Development not without the prior written consent of the Lender to carry out or permit any demolition, reconstruction or rebuilding of or any structural alteration to or material change in the use of the Real Property, or remove any of the Fixtures on the Real Property (except in connection with the renewal or replacement of them);

9.5 User

to use the Real Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts;

9.6 Planning

9.6.1 to comply with any conditions attached to any planning permissions relating to or affecting the Real Property and not, without the prior written consent of the Lender, to carry out any development on or of the Real Property;

9.6.2 not without the prior written consent of the Lender to make any application for planning permission or implement any planning permission obtained or enter or agree to enter into any agreement or undertaking under the Planning Acts;

9.7 Notices

to pass onto the Lender immediately upon receipt a copy of any notice or proposal for a notice or order served on the Chargor under any legislation, regulation or bye-law by any Competent Authority and to give notice to the Lender immediately on becoming aware of any other matter which is likely to affect adversely the value of the Real Property and if the Lender so requires or approves and at the Chargor's cost to make such representations in respect of such notice or order as the Lender may require;

9.8 Information

at the request of the Lender promptly to provide the Lender with such documents or information relating to the Real Property or its development as the Lender may reasonably require;

9.9 Leases

where the Real Property is leasehold or subject to any lease, agreement for lease, tenancy or licence:

9.9.1 to observe and perform all the covenants, stipulations and obligations contained in any lease, agreement for lease, tenancy or licence affecting the Real Property of which the Chargor is the lessee, tenant or licensee;

9.9.2 to comply with all covenants on the part of the lessor or licensor contained in the lease, agreement for lease, tenancy or licence affecting the Real Property of which the Chargor is the lessor or licensor; and

9.9.3 not without the prior written consent of the Lender to grant or accept a surrender of, or vary, any lease or licence of, nor part with or share possession or occupation of, the Real Property nor reduce any sum payable under them nor enter into any onerous or restrictive obligations affecting the Real Property or consent to any assignment or underletting of any interest in the Real Property;

9.10 Environmental matters

9.10.1 to obtain and maintain all licences required by it under Environmental Law and comply in all material respects with all Environmental Law applicable to it; and

9.10.2 to ensure that no Dangerous Substances are used, disposed of, generated, stored, transported, deposited, buried or emitted at, on, from or under any premises (whether or not owned, leased, occupied or controlled by it) in circumstances where this might result in a liability of the Lender.

10 Insurance

10.1 Insured Risks

10.1.1 Except where insured by the lessor of any Real Property, the Chargor will insure all of the Charged Assets (which are of an insurable nature) against:

(a) the Insured Risks;

- (b) third party and public liability; and
- (c) any other risks normally insured against by persons carrying on the same class of business as that carried on by it.

10.1.2 The Chargor will use its best endeavours to obtain insurance against loss of rents payable by the tenants or other occupiers of the Real Property for a period of three years.

10.2 Replacement value

Any insurance must be in a sum or sums not less than the replacement value of the Charged Assets. For this purpose, 'replacement value' means the total cost of rebuilding, reinstating or replacing those Charged Assets in the event of their being completely destroyed, together with any relevant architects' and surveyors' fees.

10.3 Insurance company

Any insurance required under this clause must be with an insurance company or underwriters acceptable to the Lender.

10.4 Application

Subject to the provisions of any lease or prior charge of all or part of the Charged Assets, all monies received or receivable under any insurance must be applied:

- 10.4.1 in replacing, restoring or reinstating the Charged Assets destroyed or damaged or in any other manner which the Lender may agree; or
- 10.4.2 if the Lender so directs and the terms of the relevant insurances allow in or towards satisfaction of the Secured Liabilities.

10.5 Note of interest

The Chargor will procure that a note of the Lender's interest is endorsed upon all policies of insurance maintained by the Chargor and will ensure that such insurance policy contains such provision for the protection of the Lender as the Lender may from time to time reasonably require.

10.6 Avoidance of policy

The Chargor will not do or permit anything to be done which may make void or voidable any policy of insurance in connection with any Charged Assets.

10.7 Premiums

The Chargor will promptly pay all premiums and do all other things necessary to keep each policy of insurance in respect of the Charged Assets in force.

10.8 Return of policy

The Chargor will, immediately at the request of the Lender, produce to the Lender the policy, certificate or cover note relating to any insurance policy and the receipt for the

payment of the last premium and will if the Lender requests deposit all policies of insurance relating to the Charged Assets with the Lender.

11 Assigned Contracts

11.1 Performance

Until the occurrence of an Enforcement Event the Chargor will remain liable to perform all the obligations to be performed in respect of any agreement assigned by clause 3.2 and *the Lender will have no obligation of any kind whatsoever in relation to them or be under any liability whatsoever in the event of any failure by the Chargor to perform its obligations in respect of them.* The Chargor agrees to indemnify and hold the Lender harmless from all costs, claims, damages or liabilities whatsoever and howsoever arising out of the performance of or the failure in performance of the Chargor's obligations in respect of any agreement assigned by clause 3.2.

11.2 No amendments

The Chargor will not without the prior written consent of the Lender:

11.2.1 amend or waive any provision of or terminate any agreement assigned by clause 3.2; or

11.2.2 do anything which might jeopardise the enforceability of any agreement assigned by clause 3.2.

11.3 Notice to third parties

The Chargor if required by the Lender will promptly give notice of assignment substantially in the form set out in schedule 2 to each counterparty to any agreement assigned by clause 3.2 and use its reasonable endeavours to procure that each relevant party acknowledges that notice.

12 Deposit of title deeds

The Chargor will deposit all deeds and documents of title relating to the Charged Assets with the Lender and such other documents relating to the Charged Assets as the Lender may require from time to time.

13 Power to remedy

In the case of default by the Chargor in repairing or keeping in repair or insuring the Charged Assets or any part thereof or in observing or performing any of the covenants or stipulations affecting the same, the Chargor will permit the Lender or its agents and contractors to enter on the Charged Assets and to comply with or object to any notice served on the Chargor in respect of the Charged Assets and to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as the Lender may consider are necessary or desirable to prevent or remedy any breach of covenant or stipulation or to comply with or object to any notice. The Chargor will indemnify and keep the Lender indemnified against all losses, costs, charges and expenses reasonably incurred in connection with the exercise of the powers contained in this clause 13.

14 Enforcement of Security

14.1 Enforcement

After the occurrence of an Enforcement Event the security created by or pursuant to this deed will become enforceable, and the Lender may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

14.1.1 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 Charged Assets; and/or

14.1.2 whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this deed) on mortgagees and by this deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.

14.2 Possession

If the Lender, any Receiver or any delegate of any such person will take possession of the Charged Assets, it or he may at any time relinquish such possession.

14.3 No liability as mortgagee in possession

The Lender will not be liable to account as a mortgagee in possession in respect of all or any part of the Charged Assets or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Assets to which a mortgagee in possession might otherwise be liable.

14.4 Power of sale

The power of sale under this deed may be exercised notwithstanding that the Lender or the Receiver may have previously waived or refrained from exercising that power; and no demand or notice of sale made or given under this deed will be waived by the acceptance of any payment on account of the Secured Liabilities, or by any negotiations between the Lender and the Chargor or any other party who is acting as agent for the Chargor or on behalf of it.

14.5 Receiver's liability

All the provisions of clause 14.3 will apply, *mutatis mutandis*, in respect of the liability of any Receiver and delegate of the Receiver or the Lender or any officer, employee or agent of the Lender, any Receiver or any delegate.

15 Extension and variation of the Law of Property Act 1925

15.1 Extension of powers

The power of sale or other disposal conferred on the Lender and on any Receiver by this deed will operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power will arise (and the Secured Liabilities will be deemed due and payable for that purpose) on execution of this deed.

15.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 will not apply to this deed or to the exercise by the Lender of its right to consolidate all or any of the security created by or pursuant to this deed with any other security in existence at any time or to its power of sale, which powers may be exercised by the Lender without notice to the Chargor.

15.3 Power of leasing

The statutory powers of leasing may be exercised by the Lender at any time and the Lender and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it will think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

15.4 Application

Section 109(8) of the Law of Property Act 1925 will not apply, and all monies received by the Lender or any Receiver in the exercise of any powers conferred by this deed will be applied in the following order:

15.4.1 in the payment of:

- (a) all costs, charges, liabilities and expenses incurred by the Lender or any Receiver in the exercise of those powers or incidental to any Receiver's appointment, together with interest at the applicable rate set out in clause 2.2 (both before and after judgement) from the date those amounts became due until the date they are irrevocably paid in full; and
- (b) any Receiver's remuneration;

15.4.2 in or towards discharge of all liabilities having priority to the Secured Liabilities;

15.4.3 in or towards the satisfaction of the Secured Liabilities in such order as the Lender determines; and

15.4.4 in the payment of any surplus to the Chargor or other person entitled to it.

15.5 The Chargor will have no rights in respect of the application by the Lender of any sums received, recovered or realised by the Lender under this deed.

16 Appointment of Receiver

16.1 Appointment and removal

After the occurrence of an Enforcement Event or if requested to do so by the Chargor, the Lender may by deed or otherwise (acting through an authorised officer of the Lender), without prior notice to the Chargor:

- 16.1.1 appoint one or more persons to be a Receiver of the whole or any part of the Charged Assets;
- 16.1.2 remove (so far as it is lawfully able) any Receiver so appointed; and

16.1.3 appoint another person(s) as an additional or replacement Receiver(s).

16.2 Capacity of Receivers

Each person appointed to be a Receiver under this deed will be:

16.2.1 entitled to act individually or together with any other person appointed or substituted as Receiver;

16.2.2 for all purposes will be deemed to be the agent of the Chargor which will be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver will at any time act as agent for the Lender; and

16.2.3 entitled to remuneration for his services at a rate to be fixed by the Lender from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

16.3 Statutory powers of appointment

The powers of appointment of a Receiver will be in addition to all statutory and other powers of appointment of the Lender under the Law of Property Act 1925 (as extended by this deed) or otherwise and such powers will remain exercisable from time to time by the Lender in respect of any part of the Charged Assets.

17 Powers of Receiver

17.1 Powers

Any receivers appointed by the Lender will (in addition to all powers conferred on him by law) have the following powers exercisable upon such terms and conditions as he thinks fit:

17.1.1 to take possession of and generally to manage the Charged Assets and any business of the Chargor;

17.1.2 to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any deed, contract, transaction or arrangement to which the Chargor is or is to be a party;

17.1.3 to carry out on any Real Property (or on any other property which it may in his opinion be necessary or desirable to work upon) any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment and to apply for and obtain all planning permissions, consents or licences as may be necessary or desirable for such purposes;

17.1.4 to purchase or acquire any land and purchase, acquire, grant or release any interest in or right over land and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the Real Property;

17.1.5 to sell, lease, licence, surrender or accept surrender of leases or licences of, charge or otherwise deal with and dispose of the Charged Assets without restriction including (without limitation) power to dispose of any fixtures separately from the land;

- 17.1.6 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Chargor;
- 17.1.7 to insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees indemnities and security;
- 17.1.8 to call any uncalled capital of the Chargor with all powers conferred by the articles of association of the Chargor in relation to calls;
- 17.1.9 to engage, rely on the advice of and discharge advisers, consultants, officers, managers, agents, workmen and others;
- 17.1.10 to purchase materials, tools, equipment, goods or supplies;
- 17.1.11 to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise;
- 17.1.12 to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Chargor's Liabilities for the purposes of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- 17.1.13 to make any elections for value added tax purposes; and
- 17.1.14 to do any other acts which he may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Assets.

18 Protection of purchasers

18.1 Consideration

The receipt of the Lender or any Receiver will be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Lender or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

18.2 Protection of purchaser

No purchaser or other person dealing with the Lender or any Receiver will be bound to inquire whether the right of the Lender or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Lender or such Receiver in such dealings.

19 Power of Attorney

19.1 Appointment and powers

The Chargor by way of security irrevocably appoints the Lender and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which:

19.1.1 the Chargor ought to have done by this deed (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets);

19.1.2 enable the Lender and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this deed or by law (including the exercise of any right of a legal or beneficial owner of the Charged Assets).

19.2 **Ratification**

The Chargor will ratify and confirm all things lawfully done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

20 **Effectiveness of Security**

20.1 **Continuing Security**

The security created by or pursuant to this deed will remain in full force and effect as a continuing security for the Secured Liabilities unless and until discharged by the Lender.

20.2 **Cumulative rights**

The security created by or pursuant to this deed and the Collateral Rights will be cumulative, in addition to and independent of every other security which the Lender may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Lender over the whole or any part of the Charged Assets will merge into the security constituted by this deed.

20.3 **No prejudice**

Neither the security or the Collateral Rights will be prejudiced by any time or indulgence granted to the Chargor or any other person or by any other thing which might otherwise prejudice the security or any Collateral Right.

20.4 **Remedies and waivers**

No failure on the part of the Lender to exercise, or any delay on its part in exercising, any Collateral Right will operate as a waiver thereof, nor will any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

20.5 **No liability**

None of the Lender, its nominee(s) or any Receiver will be liable by reason of:

20.5.1 taking any action permitted by this deed; or

20.5.2 any neglect or default in connection with the Charged Assets; or

20.5.3 taking possession of or realising all or any part of the Charged Assets,

except in the case of negligence or wilful default or fraud upon its part.

20.6 Partial invalidity

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

20.7 Other Security

The Lender will not be obliged to resort to any guarantees, indemnities, Security Rights or other means of payment now or hereafter held by or available to it before enforcing this deed and no action taken or omitted by the Lender in connection with any such guarantees, indemnities, Security Right or other means of payment will discharge, reduce, prejudice or affect the liability of the Chargor or the Secured Liabilities nor will the Lender be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such guarantees, indemnities, Security Rights or other means of payment.

20.8 Variation

No variation of the terms of this deed will be valid unless it is in writing signed by the Chargor and confirmed in writing by the Lender.

21 Release of Security

21.1 Redemption of Security

Upon the Secured Liabilities being discharged in full and the Lender not being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor, the Lender will, at the request and cost of the Chargor, release and cancel the security constituted by this deed and procure the reassignment to the Chargor of the property and assets assigned to the Lender pursuant to this deed, in each case subject to clause 21.2 and without recourse to, or any representation or warranty by, the Lender or any of its nominees.

21.2 Avoidance of payments

If the Lender considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor under this deed and the security constituted hereby will continue and such amount shall not be considered to have been irrevocably paid.

21.3 Retention of Security

Where the Lender has reasonable cause to be concerned that the Chargor is or may become insolvent, the Lender may retain this deed, the Security and all documents of title, certificates and other documents relating to or evidencing ownership of all or any part of the Charged Assets.

22 Subsequent Security Rights

If the Lender at any time receives or is deemed to have received notice of any subsequent Security Right affecting all or any part of the Charged Assets or any assignment or transfer of the Charged Assets which is prohibited by the terms of this deed, all payments thereafter by or on behalf of the Chargor to the Lender will be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities as at the time when the Lender received such notice.

23 Assignment

23.1 Right of Lender to assign

The Lender may at any time assign or otherwise transfer all or any part of its rights under this deed in accordance with and subject to the Facility Agreement.

23.2 Restriction on Chargor

The Chargor may not assign or transfer any of its rights or obligations under this deed.

23.3 Confidentiality

The Lender may give such information relating to the Chargor and the Chargor's Liabilities as it thinks fit to any person proposing to take an assignment and/or transfer from the Lender and/or to enter into contractual relations with the Lender with respect to this deed.

24 Expenses, stamp taxes and indemnity

24.1 Expenses

The Chargor will, from time to time on demand of the Lender, reimburse the Lender on a full indemnity basis for all the costs and expenses (including legal fees) together with any VAT thereon properly incurred by it or by any Receiver in connection with:

24.1.1 the negotiation, preparation and execution of this deed and the completion of the transactions and perfection of the security contemplated in this deed; or

24.1.2 the exercise, preservation and/or enforcement of any of the Collateral Rights or the security contemplated by this deed or any proceedings instituted by or against the Lender or any Receiver as a consequence of taking or holding the security or of enforcing the Collateral Rights,

and such expenses will carry interest until so reimbursed at the rate referred to in clause 2.2.

24.2 Stamp taxes

The Chargor will pay all stamp, stamp duty land tax, registration and other taxes to which this deed, the security contemplated in this deed or any judgement given in connection with it is or at any time may be subject and will, from time to time, indemnify the Lender on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

24.3 Indemnity

The Chargor will, notwithstanding any release or discharge of all or any part of the Security, indemnify the Lender, its agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Chargor of the provisions of this deed, the exercise or purported exercise of any of the rights and powers conferred on them by this deed or otherwise relating to the Charged Assets.

25 Payments free of deduction

All payments to be made under this deed will be made free and clear of and without deduction or withholding whatsoever for or on account of any taxes except to the extent that the Chargor is required by law to make such payment subject to the deduction or withholding of any taxes. If any tax or amount in respect of tax is required to be deducted from any amounts payable or paid by the Chargor, the Chargor will pay such additional amounts as may be necessary to ensure that after the making of the deduction or withholding which is required the relevant recipient receives and retains (free from any liability in respect of any such deduction or withholding) a net amount equal to the full amount which it would have received and retained had no such deduction or withholding been made.

26 Discretion and delegation

26.1 Discretion

Any liberty or power which may be exercised or any determination which may be made hereunder by the Lender or any Receiver may, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

26.2 Delegation

Each of the Lender and any Receiver will have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this deed (including the power of attorney) on such terms and conditions as it sees fit which delegation may include power to sub-delegate and will not preclude either the subsequent exercise of such power, authority or discretion by the Lender or the Receiver itself or any subsequent delegation or revocation thereof.

27 Perpetuity period

The perpetuity period under the rule against perpetuities, if applicable to this deed, will be the period of 125 years from the date of this deed.

28 Counterparts

This deed may be executed in counterparts, all of which when taken together will constitute a single deed.

29 Constitutive documents

The Chargor hereby certifies that its creation of this deed in favour of the Lender does not contravene any of the provisions of the Companies Act 2006 or its memorandum and

articles of association or rules or, in the case of a limited liability partnership or limited partnership, the partnership deed constituting the Chargor.

30 Reorganisation

This deed will remain binding on the Chargor notwithstanding any change in the constitution of the Lender or its absorption by, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The security granted by this deed will remain valid and effective in all respects in favour of the Lender and for any assignee, transferee or other successor in title of the Lender.

31 Set off

After the occurrence of an Enforcement Event the Lender may set off any obligation due from the Chargor under this deed against any obligation owed by the Lender to the Chargor (whether actual or contingent, present or future), regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

32 Payment of monies

32.1 Date for payment

Where neither the Facility Agreement nor this deed specified the due date for payment of any monies owed by the Chargor to the Lender such monies will be due and payable to the Lender by the Chargor on demand.

32.2 Currency

The Chargor's liability under this deed is to discharge the Chargor's Liabilities in the Relevant Currency. If at any time the Lender receives a payment (including by set-off) referable to any of the Chargor's Liabilities from any source in a currency other than the Relevant Currency, then such payment will take effect as a payment to the Lender of the amount in the Relevant Currency which the Lender is able to purchase (after deduction of any relevant costs) with the amount of the payment so received in accordance with its usual practice.

32.3 Currency indemnity

If a payment is made under a court order or in satisfaction of a claim or proof and is treated by clause 32.2 as a payment of an amount which falls short of the relevant liability of the Chargor expressed in the Relevant Currency, the Chargor as a separate and independent obligation will on demand from time to time indemnify the Lender against such shortfall and pay interest on such shortfall from the date of such payment to the date on which the shortfall is paid.

32.4 Certificates

A certificate signed by an official of the Lender as to the amount due or owing from the Chargor will be conclusive evidence against the Chargor except in the case of manifest error or any question of law.

33 Communication

33.1 Written

Any communication to be given in connection with this deed will be in writing.

33.2 Addresses

Any communication will be delivered by hand or sent by first class prepaid post to the Lender or the Chargor at its address shown on page 1 unless it has communicated another address to the other in which case it must be sent to the last address so communicated.

33.3 Delivery

A communication sent by the Lender under clause 33 will be deemed to have been received:

33.3.1 if delivered by hand, at the time of delivery; or

33.3.2 if sent by first class pre-paid post, on the next day after posting;

A communication by the Chargor will be deemed made only when actually received by the Lender and then only if the same is expressly marked for the attention of Head of Legal Services, One Legal (or such other department or officer as the Lender will from time to time specify).

33.4 Confirmation in Writing

The Chargor may not rely on any oral notice, waiver, consent, approval, representation, advice, statement or other communication by the Lender or any of its employees, agents or representatives except where such communications are confirmed in writing and signed for the Lender pursuant to clause 33.

34 Governing law

34.1 Laws of England

This deed, and any or all non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales.

34.2 Exclusive jurisdiction

The courts of the jurisdiction specified in clause 34.1 have exclusive jurisdiction to settle any dispute arising in connection with the deed (a **Dispute**). The parties agree that the courts are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

34.3 Benefit of the Lender

This clause 34 is for the benefit of the Lender only. As a result the Lender will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this deed.

Schedule 1

Details of Real Property

The land at Chestnut Terrace and Viking Drive Ricall York being part of the property in title number NYK366707 shown edged red on Plan 1 and the land shown shaded purple on Plan 2

Schedule 2

Part 1

Form of Notice of Assignment of the Assigned Contracts

To: []
[]

Date:

Notice of Assignment

We hereby give notice that by a charge dated [•] made between [Selby District & Housing Trust] (the **Chargor**) (1) and Selby District Council (the **Lender**) (2) (the **Charge**), the Chargor assigned to the Lender all its rights, title and interest present and future in [the [•] between you and [•] dated [•] [together with all ancillary or other agreements and documents entered into pursuant to or in connection therewith] (together the **Agreements**)] as security for the obligations more particularly referred to in the Charge.

By signing and returning to the Lender the additional copy of this letter, please acknowledge notice of this Charge and confirm and agree that:

- 1 you have not received notice of any previous assignment, charge, lien or other security interest of or affecting the [Agreement];
- 2 all monies due or to become due from you to the Chargor under the [Agreement] will be paid to the Chargor's account number [•] ([•]) with [•] at its [•] (sort code [•]) or to such other account as the Lender (or the Chargor and the Lender) may notify you in writing and without set-off or counterclaim save as provided in the [Agreement]; and
- 3 you will not without prior written consent of the Lender determine, agree to amend or accept a waiver of your obligations under the [Agreement].

Until the Lender will serve written notice to the contrary, the Chargor will be entitled, subject to the provisions of this notice, to exercise its rights under the [Agreement].

This letter, and all or any non-contractual obligations arising out of or in connection with it, shall be governed by, and construed in accordance with, English law.

Would you please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by returning a copy of this letter, addressed to the Chargor and to the Lender in the form attached hereto.

Yours faithfully

.....

Authorised signatory

for and on behalf of

[Selby District & Housing Trust]

Part 2

Form of Acknowledgment of Assignment of the Assigned Contracts

[To be printed on copy of Notice of Assignment of the Assigned Contracts]

To: Selby District Council

[address]

Acknowledgement of notice

We hereby confirm and agree to the terms set out above.

.....

Duly authorised signatory

for and on behalf of

[Counterparty's name]

Date:.....

Schedule 3

Plan



Garages located at Landing Lane, Riccall

1:1,250



SELBY

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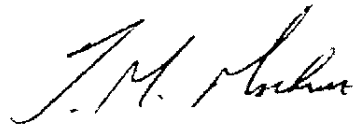

Signatories

SIGNED as a deed by)

SELBY AND DISTRICT & HOUSING TRUST)

acting by (director))

and (director/secretary))

Director

Director/Secretary

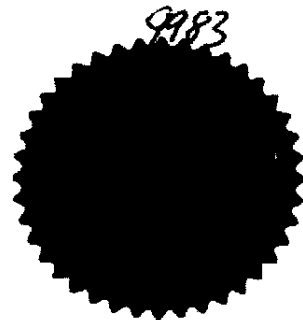
THE COMMON SEAL of)

SELBY DISTRICT COUNCIL)

affixed hereto is)

authenticated by the undermentioned person)

authorised by the Council to act for that purpose:)



[duly authorised signatory]