



**Registration of a Charge**

Company Name: **ATLAS BFW MANAGEMENT LTD**

Company Number: **10525158**



XB4PQHJM

Received for filing in Electronic Format on the: **24/05/2022**

**Details of Charge**

Date of creation: **20/05/2022**

Charge code: **1052 5158 0001**

Persons entitled: **BLACKPOOL TEACHING HOSPITALS NHS FOUNDATION TRUST**

Brief description: **NOT APPLICABLE.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

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

Certified by: **ADDLESHAW GODDARD LLP**



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

Company number: 10525158

Charge code: 1052 5158 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th May 2022 and created by ATLAS BFW MANAGEMENT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2022 .

Given at Companies House, Cardiff on 25th May 2022

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



**Companies House**



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

**Dated**

20 May 2022

**ATLAS BFW MANAGEMENT LTD  
as Chargor**

**and**

**BLACKPOOL TEACHING HOSPITALS NHS FOUNDATION TRUST  
as Lender**

---

**DEBENTURE**

---

## Contents

	Clause	Page
1	Definitions and interpretation.....	
1		
2	Covenant to pay .....	
4		
3	Charging clause.....	
4		
4	Continuing security .....	
7		
5	Negative pledge.....	
8		
6	Further assurance .....	
8		
7	Undertakings .....	
9		
8	Attorney .....	10
9	Enforcement and powers of the Lender .....	10
10	Status, powers, removal and remuneration of Receiver .....	11
11	Application of monies .....	13
12	Protection of third parties.....	13
13	Protection of the Lender and Receiver .....	14
14	Costs and expenses .....	14
15	Other security, cumulative powers and avoidance of payments .....	15
16	Notice of subsequent charge.....	15
17	Exclusion of powers of leasing .....	15
18	Delegation .....	15
19	Redemption of prior charges .....	16
20	Notices.....	16
21	No implied waivers .....	17
22	Invalidity of any provision .....	17
23	Assignment.....	18
24	Currency clauses.....	18
25	Certificates conclusive.....	18
26	Counterparts.....	18
27	Contracts (Rights of Third Parties) Act 1999.....	18
28	Governing law.....	18
29	Jurisdiction.....	18
	Schedule 1	
	Details of Property .....	20
	Schedule 2	
	The Relevant Agreements.....	21
	Schedule 3	
	Part 1 - Form of Notice in respect of any Relevant Agreement .....	22
	Part 2 - Form of Acknowledgement in respect of any Relevant Agreement .....	23

**This Deed** is made on

20  
May  
2022

**Between**

- (1) **Atlas BFW Management Ltd** (Company No. 10525158) whose registered office is at Ainscoe House, 12 East Park Drive, Blackpool FY3 8DX as chargor (**Chargor**); and
- (2) **Blackpool Teaching Hospitals NHS Foundation Trust** of Trust Headquarters, Blackpool Victoria Hospital, Whinney Heys Road, Blackpool FY3 8NR as lender (**Lender**).

**It is agreed**

## **1 Definitions and interpretation**

### **1.1 Definitions**

In this Deed, unless the context otherwise requires, the following expressions have the following meanings:

**Blocked Account** means any bank account designated as a Blocked Account by the Chargor and the Lender

**Business Day** means any day on which the banks are open for business in London (excluding Saturdays, Sundays and public holidays)

**Charged Account** has the meaning given to it in clause 3.1(h) (Fixed charges)

**Charged Property** means all the assets, property, goodwill and undertaking of the Chargor from time to time mortgaged, charged or assigned to the Lender pursuant to the terms of this Deed

**Debts** has the meaning given to it in clause 3.1(g) (Fixed charges)

**Default Rate** means, at any time, the highest rate at which default interest is payable under any relevant Finance Document at that time

**Development Documents** has the meaning give to that term in the Loan Agreement

**EVCC Project Agreement** has the meaning give to that term in the Loan Agreement

**Event of Default** means any event or circumstance specified as an event of default under any Finance Document

**Finance Document** means:

- (a) this Deed
- (b) the Loan Agreement, the Finance Documents (as defined in the Loan Agreement) and any other document governing or evidencing the terms of the Secured Obligations and
- (c) any other document designated as a Finance Document by the Lender and the Chargor

**Fixtures** means all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery on the Mortgaged Property

**Floating Charge Asset** has the meaning given to it in clause 3.4 (Automatic conversion of floating charge)

**Intellectual Property** means know how, patents, trade marks, service marks, designs, business names, copyrights, confidential information, computer software and all other intellectual property rights and any interest (including by way of licence) in any of the foregoing (in each case whether registered or not and including all applications for the same)

**Loan Agreement** means the Loan Agreement between the Chargor and the Lender and dated on or about the date of this Deed

**Mortgaged Property** means all freehold, leasehold or commonhold property from time to time owned by the Chargor or in which the Chargor is otherwise interested, including without limitation, the property (if any) described in Schedule 1

**Party** means a party to this Deed

**Receiver** means any one or more administrative receivers, receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to this Deed in respect of the Chargor or over all or any of the Charged Property

**Relevant Agreements** means the documents listed in Schedule 2 and any other document designated as a Relevant Agreement by the Lender and the Chargor from time to time

**Secured Obligations** means all monies and liabilities now or after the date of this Deed due, owing or incurred by the Chargor to the Lender whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Lender except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction

**Security** means a mortgage, charge, pledge, lien, assignment or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect

**Security Period** means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that the Secured Obligations have been irrevocably and unconditionally satisfied in full and all facilities made available by the Lender under the Finance Documents (or any of them) have been cancelled

## 1.2 Interpretation

In this Deed, unless the context otherwise requires:

- (a) a reference to any Party is, where relevant, deemed to be a reference to or to include, as appropriate, that party's respective successors and, in the case of the Lender, its successors or assigns;
- (b) any reference in this Deed to
  - (i) **assets** includes present and future properties, revenues and rights of every description;

- (ii) **disposal** includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and **dispose** will be construed accordingly;
  - (iii) **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - (iv) a **person** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
- (c) references to clauses and schedules are references to, respectively, clauses of and schedules to this Deed and references to this Deed include its schedules;
  - (d) a reference to (or to any specified provision of) any agreement, deed or other instrument is to be construed as a reference to that agreement, deed or other instrument or that provision as it may have been or hereafter be, from time to time, amended, varied, modified, supplemented, replaced, restated or novated but excluding for this purpose any amendment, variation, supplement or modification which is contrary to any provision of this Deed;
  - (e) a reference to a statute or statutory instrument or any provision thereof is to be construed as a reference to that statute or statutory instrument or such provision thereof as the same may have been, or may from time to time hereafter be, amended or re-enacted;
  - (f) the index to, and the headings in, this Deed are inserted for convenience only and are to be ignored in construing this Deed;
  - (g) each mortgage, charge and assignment created under this Deed is made by the Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994;
  - (h) the terms of the documents under which the Secured Obligations arise and of any side letters between the Chargor and the Lender relating thereto are incorporated herein to the extent required for any purported disposition of the Charged Property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989;
  - (i) the parties hereto intend that this document shall take effect as a Deed notwithstanding the fact that a Party may only sign it under hand;
  - (j) words importing the plural shall include the singular and vice versa;
  - (k) a reference to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of the Chargor's property) or 22 (by the Chargor or the members of the Chargor) of Schedule B1 to the Insolvency Act 1986; and
  - (l) a reference to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under

paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator.

### 1.3 **Qualifying floating charge**

This Deed contains a qualifying floating charge, and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.2 of this Deed.

## 2 **Covenant to pay**

The Chargor covenants with the Lender to pay and discharge the Secured Obligations when they become due for payment and discharge in accordance with the terms of the Finance Documents.

## 3 **Charging clause**

### 3.1 **Fixed charges**

As a continuing security for the payment and/or discharge of the Secured Obligations the Chargor hereby charges in favour of the Lender with full title guarantee the following assets, both present and future, from time to time owned by the Chargor or in which the Chargor from time to time has an interest (and whether such interest be joint or several, legal or beneficial):

- (a) by way of first legal mortgage, all the freehold, leasehold and commonhold property specified in Schedule 1 hereto;
- (b) by way of first legal mortgage, all other freehold, leasehold and commonhold property (if any) wherever situated;
- (c) (to the extent that they are not the subject of an effective mortgage under clauses 3.1(a) or 3.1(b)) by way of first fixed charge, all other interests in any freehold, leasehold or commonhold property now or hereafter belonging to it;
- (d) by way of first fixed charge, all plant, machinery, vehicles, computers, office and other equipment and the benefit of all contracts, licences and warranties relating to the same;
- (e) by way of first fixed charge, all rights and interests of the Chargor in and claims under all policies of insurance and all proceeds thereof either now or in the future held by, or written in favour of, the Chargor or in which the Chargor is otherwise interested;
- (f) by way of first fixed charge, all monies from time to time standing to the credit of each Blocked Account;
- (g) by way of first fixed charge, all book and other debts due to the Chargor and their proceeds (both collected and uncollected) (together **Debts**) and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or order to pay a sum of money and all rights to enforce the Debts (or any of them);
- (h) by way of first fixed charge all monies from time to time standing to the credit of each account of the Chargor with any bank, building society, financial institution or other person, other than any Blocked Account (each a **Charged Account**);



- (i) by way of first fixed charge, the benefit of all licences, consents, agreements and authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets;
- (j) (to the extent they are not subject to an effective assignment under clause 3.5) by way of first fixed charge, all its rights under each Relevant Agreement;
- (k) by way of first fixed charge, any beneficial interest, claim or entitlement of the Chargor in any pension fund;
- (l) by way of first fixed charge, the benefit of all licences, consents and authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property specified in any other sub-paragraph in this clause and the right to recover and receive all compensation which may be payable to it in respect of them;
- (m) by way of first fixed charge, all of its rights under any agreement relating to any purchase of the Mortgaged Property by the Chargor;
- (n) by way of first fixed charge the benefit of all licences, consents, agreements and authorisations held or utilised by the Chargor in connection with its business or the use of any of its assets;
- (o) by way of first fixed charge, all its Intellectual Property; and
- (p) by way of first fixed charge, all the goodwill and uncalled capital of the Chargor.

### **3.2 Floating charge**

As further continuing security for the payment and/or discharge of the Secured Obligations the Chargor hereby charges with full title guarantee in favour of the Lender by way of first floating charge all its assets and undertaking whatsoever and wheresoever both present and future not effectively mortgaged or charged by way of first fixed mortgage or charge pursuant to the provisions of clause 3.1 or assigned pursuant to the provisions of clause 3.5.

### **3.3 Conversion of floating charge**

The Lender may, at any time by notice in writing to the Chargor, convert the floating charge created by the Chargor pursuant to clause 3.2 above into a fixed charge as regards such assets as it shall specify in the notice in the event that:

- (a) an Event of Default has occurred and is continuing unremedied or unwaived; or
- (b) the Lender is reasonably of the view that:
  - (i) such assets are in danger of being seized; or
  - (ii) any legal process or execution is being enforced against such assets,

and by way of further assurance the Chargor shall promptly execute a fixed charge over such assets in such form as the Lender shall require.

### **3.4 Automatic conversion of floating charge**

If:

- (a) the Chargor creates (or purports to create) any Security on or over any of the Charged Property not expressed to be subject to a fixed charge under this Deed (a **Floating Charge Asset**) (unless the creation of such Security is permitted in writing by the Lender or is permitted under the terms of the Finance Documents); or
- (b) any corporate action, legal proceedings or other procedures or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor,

the floating charge created by this Deed will automatically (without notice) be converted into a fixed charge over the relevant Floating Charge Asset or, in the circumstances described in clause 3.4(b), all Floating Charge Assets, immediately such event occurs.

### 3.5 **Assignments**

- (a) As a continuing security for the payment and/or discharge of the Secured Obligations, the Chargor hereby assigns absolutely to the Lender with full title guarantee (to the extent of its interest and whether that interest is joint or several, legal or beneficial):
  - (i) the benefit of the Relevant Agreements together with the benefit of all sums recovered in any proceedings in connection with any Relevant Agreement;
  - (ii) the benefit of all rights and claims to which it is now or may in the future become entitled under all other present and future building contracts relating to the Mortgaged Property and all guarantees, warranties and representations given or made by, and any rights and remedies against, all or any building contractors at any time engaged in relation to the Mortgaged Property, together with the benefit of all sums recovered in any proceedings against all or any such persons; and
  - (iii) the benefit of all other appointments, contracts, guarantees, representations, warranties and undertakings given or made by, and any rights or remedies against, all or any professional advisers now or at any time engaged in relation to the Charged Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in or on the buildings erected or to be erected on the Mortgaged Property and any other person now or from time to time under contract with it or under a duty to it (including, without limitation, direct warranties between it and any sub-contractor and the benefit of any performance bond or a bond of any other form or content and/or any parent company guarantee or guarantees) together with the benefit of all sums recovered in any proceedings against all or any such persons.
- (b) The Chargor shall remain liable to perform all its obligations under each Relevant Agreement.
- (c) Following the expiry of the Security Period, the Lender shall, on the written request of, and at the expense of, the Chargor, reassign the assets of the Chargor assigned pursuant to this clause 3.5 to such person as the Chargor shall direct.
- (d) Notwithstanding the other terms of this clause 3.5, prior to the occurrence of an Event of Default which is continuing, the Chargor may, subject to the other terms of the Finance Documents, continue to exercise all and any of its rights under and in connection with the Relevant Agreements.

### 3.6 Notices

The Chargor will serve notice of the Lender's interest in the Charged Property on the persons set out in column 1 below, at the time set out in column 2 below, such notice being substantially in the same form as that set out in the schedule referred to in column 3 below or otherwise in such form as the Lender may reasonably require and will use its reasonable endeavours to procure that within 10 Business Days of service such person acknowledges receipt of such notice in substantially the same form as that appended to the relevant form of notice or otherwise in such form as the Lender may reasonably require:

Recipient of notice	Date of service of notice	Schedule containing form of notice and acknowledgement
Each party to a Relevant Agreement and each other agreement or instrument referred to in clause 3.5 (Assignments)	On the date of this Deed (or upon the Chargor entering into that Relevant Agreement, agreement or instrument, if later)	3

### 3.7 Miscellaneous

- (a) A reference in this Deed to a charge or mortgage of any freehold, leasehold or commonhold property includes:
- (i) all buildings and Fixtures on that property;
  - (ii) the proceeds of sale of any part of that property; and
  - (iii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any monies paid or payable in respect of those covenants.
- (b) Without prejudice to clause 3.1(g) and clause 3.6, if the Chargor is entitled under any agreement with the Lender to withdraw any sums standing to the credit of any bank account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to clause 3.1(g) and clause 3.6 and stand subject to the fixed charge created pursuant to clause 3.1(h) or the floating charge created pursuant to clause 3.2, the release will in no way derogate from the subsisting and continuance of the fixed charge on all other monies standing to the credit of any bank account (including each of the Charged Accounts), outstanding book and other debts of the Chargor and the proceeds of those debts.

## 4 Continuing security

- 4.1 The Security constituted by this Deed is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Chargor or any other person of the whole or any part of the Secured Obligations.
- 4.2 The Security constituted by this Deed:

- (a) is in addition to any other Security which the Lender may hold at any time for the Secured Obligations (or any of them); and
- (b) may be enforced without first having recourse to any other rights of the Lender.

## **5 Negative pledge**

5.1 The Chargor shall not create or permit to subsist any Security over any of its assets.

5.2 The Chargor shall not:

- (a) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by it;
- (b) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
- (c) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
- (d) enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising indebtedness or of financing the acquisition of an asset.

5.3 Clauses 5.1 and 5.2 do not apply to any Security or arrangement which is permitted by the Lender in writing.

## **6 Further assurance**

### **6.1 General**

- (a) The Chargor will at its own expense promptly execute such deeds, assurances, agreements, instruments and otherwise do such acts and things as the Lender may reasonably require for perfecting and protecting the security created (or intended to be created) by this Deed or facilitating the realisation thereof or otherwise for enforcing the same or exercising any of the Lender's rights hereunder. In particular, but without limitation, the Chargor will:
  - (i) execute a supplemental legal mortgage of any freehold, leasehold or commonhold property now or in the future belonging to the Chargor which is not hereby effectively charged by way of legal mortgage;
  - (ii) execute a legal assignment (in such form as the Lender shall reasonably require) over all or any of the debts, rights, claims and contracts hereby charged;
  - (iii) execute a valid fixed charge (in such form as the Lender shall reasonably require) over any asset the subject of the floating charge hereunder;
  - (iv) otherwise execute all transfers, conveyances, assignments and assurances whatsoever and give all notices, orders, instructions and directions whatsoever which the Lender may think expedient.
- (b) Any document required to be executed by the Chargor pursuant to this clause 6.1 will be prepared at the cost of the Chargor.

## **6.2 Land Registry**

- (a) In relation to any real property situated in England and Wales title to which is registered, or is to be registered, at the Land Registry, the Chargor hereby applies to the Chief Land Registrar for a restriction to be entered on the register of title of all present and future registered freehold and leasehold property of the Chargor (and any unregistered properties subject to compulsory first registration at the date of this Deed).
- (b) The Lender is, under the Finance Documents, under an obligation to make further advances to the Chargor and this security has been made for securing such further advances. The Lender and Chargor by this Deed consent to an application being made to the Chief Land Registrar to enter a note of such obligation on the register of title to all present and future registered property of that Chargor (and any unregistered properties subject to compulsory first registration at the date of this Deed).

## **7 Undertakings**

### **7.1 Duration of undertakings**

The Chargor undertakes to the Lender in the terms of the following provisions of this clause 7, such undertakings to commence on the date of this Deed and to continue for the duration of the Security Period.

### **7.2 Property Undertakings**

- (a) The Chargor will notify the Lender immediately before contracting to purchase any estate or interest in freehold or leasehold property and supply the Lender with such details of the purchase as the Lender may from time to time request.
- (b) The Chargor will forthwith notify the Lender in writing of the acquisition by it of any freehold or leasehold property and upon being requested so to do by the Lender at its own expense execute and deliver to the Lender a legal mortgage in favour of the Lender of any freehold and leasehold properties so acquired by it after the date hereof and all fixtures and fittings thereon by way of security for the payment and/or discharge of the Secured Obligations, such legal mortgage to be in a form and substance satisfactory to the Lender. In the case of any leasehold property where the consent of the landlord (in which the reversion is vested) needs to be obtained in order for the Chargor to execute any such legal mortgage, the Chargor shall exercise all reasonable endeavours to obtain such consent and shall comply with its obligations under this clause 7.2(b) forthwith upon such consent being forthcoming.

### **7.3 Deposit of documents**

Subject to the rights of any prior mortgagee, the Chargor will promptly on request deposit with the Lender (or as it shall direct):

- (a) all deeds and documents of title relating to the Mortgaged Property;
- (b) all policies of insurance for the time being charged pursuant to this Deed; and
- (c) all such other documents relating to the Charged Property as the Lender may from time to time reasonably require.

#### **7.4 Retention of documents**

The Lender may retain any document delivered to it pursuant to clause 7.3 or otherwise until the security created by this Deed is released and if, for any reason it ceases to hold any such document before such time, it may by notice to the Chargor require that the relevant document be redelivered to it and the Chargor shall immediately comply (or procure compliance) with such notice.

#### **8 Attorney**

The Chargor hereby irrevocably and by way of security appoints the Lender and every Receiver of the Charged Property or any part thereof appointed hereunder and any person nominated for the purpose by the Lender or any Receiver (in writing under hand signed by an officer of the Lender or any Receiver) severally as its Attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the Chargor's seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Deed or which may be required or deemed proper in the exercise of any rights or powers conferred on the Lender or any Receiver hereunder or otherwise for any of the purposes of this Deed and the Chargor hereby covenants with the Lender to ratify and confirm all acts or things made, done or executed by such attorney as aforesaid.

#### **9 Enforcement and powers of the Lender**

- 9.1 The restriction on the consolidation of mortgages imposed by section 93 of the Law of Property Act 1925 shall not apply to this Deed or to any security given to the Lender pursuant to this Deed.
- 9.2 Section 103 of the Law of Property Act 1925 shall not apply to the charges created by this Deed which shall immediately become enforceable and the power of sale and other powers conferred by section 101 of such Act (as varied or extended by this security) shall be immediately exercisable at any time after the occurrence of an Event of Default.
- 9.3 The powers conferred on mortgagees or receivers or administrative receivers by the Law of Property Act 1925 and the Insolvency Act 1986 (as the case may be) shall apply to the security constituted by this Deed except insofar as they are expressly or impliedly excluded and where there is ambiguity or conflict between the powers contained in such Acts and those contained in this Deed, those contained in this Deed shall prevail.
- 9.4 The statutory power of sale exercisable by the Lender under this Deed is hereby extended so as to authorise the Lender to sever any Fixtures from the property to which they are attached and sell them separately from such property.
- 9.5 At any time after the charges created by this security shall have become enforceable or if so requested by the Chargor, the Lender may by writing under hand signed by any officer or manager of the Lender appoint any person (or persons):
- (a) to be a Receiver of all or any part of the Charged Property; or
  - (b) to be administrator of the Chargor.
- 9.6 The statutory powers of leasing and accepting surrenders conferred upon the Lender by the Law of Property Act 1925 shall be extended so as to authorise the Lender to lease, make agreements for leases at a premium or otherwise, accept surrenders of leases and grant

options or vary or reduce any sum payable under any leases or tenancy agreements as the Lender thinks fit without the need to comply with any of the provisions of sections 99 and 100 of such Act.

- 9.7 All or any of the powers conferred upon mortgagees by the Law of Property Act 1925 as hereby varied or extended and all or any of the rights and powers conferred by this Deed on a Receiver (whether expressly or impliedly) may be exercised by the Lender without further notice to the Chargor at any time after this security shall have become enforceable and the Lender may exercise such rights and powers irrespective of whether the Lender has taken possession or has appointed a Receiver of the Charged Property.
- 9.8 All or any of the powers conferred on a Receiver by clause 10 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment.

#### **10 Status, powers, removal and remuneration of Receiver**

- 10.1 Any Receiver appointed hereunder shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Lender be in any way responsible for any misconduct, negligence or default of the Receiver.
- 10.2 Any Receiver appointed hereunder shall have power in addition to the powers conferred by the Law of Property Act 1925 and Schedule 1 of the Insolvency Act 1986 (which are hereby incorporated in this Deed) and notwithstanding the liquidation of the Chargor:
- (a) to take possession of, collect and get in all or any part of the Charged Property and for that purpose to take any proceedings in the name of the Chargor or otherwise as he thinks fit;
  - (b) generally to manage the Charged Property and to manage or carry on, reconstruct, amalgamate, diversify or concur in carrying on the business or any part thereof of the Chargor as he may think fit;
  - (c) to make any arrangement or compromise or enter into or cancel any contracts which he shall think expedient in the interests of the Lender;
  - (d) for the purpose of exercising any of the powers, authorities and discretions conferred on him by this Deed and/or defraying any costs or expenses which may be incurred by him in the exercise thereof or for any other purpose to raise or borrow money or incur any other liability on such terms whether secured or unsecured as he may think fit and whether to rank for payment in priority to this security or not;
  - (e) without restriction to sell, let or lease, or concur in selling, letting or leasing, and to vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Charged Property without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another Chargor or other valuable consideration, and the Receiver may form and promote, or concur in forming and promoting, the Chargor or companies to purchase, lease, licence or otherwise acquire interests in all or any of the Charged Property or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Charged Property on such terms and conditions

whether or not including payment by instalments secured or unsecured as he may think fit;

- (f) to make and effect all repairs, renewals and improvements to the Charged Property or any part of it as he may think fit and maintain, renew, take out or increase insurances;
- (g) to exercise all voting and other rights attaching to stocks, shares and other securities owned by the Chargor and comprised in the Charged Property in such manner as he may think fit;
- (h) to redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (i) to appoint and discharge employees, officers, managers, agents, professionals and others for any of the purposes hereof or to guard or protect the Charged Property upon such terms as to remuneration or otherwise as he may think fit and to dismiss the same or discharge any persons appointed by the Chargor;
- (j) to settle, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Chargor or relating in any way to the Charged Property or any part thereof;
- (k) to bring, prosecute, enforce, defend and discontinue all such actions and proceedings or submit to arbitration in the name of the Chargor in relation to the Charged Property or any part thereof as he shall think fit;
- (l) to sever and sell plant, machinery or other fixtures sold separately from the property to which they may be annexed;
- (m) to implement or continue the development of (and obtain all consents required in connection therewith) and/or complete any buildings or structures on, any real property comprised in the Charged Property and do all acts and things incidental thereto;
- (n) to purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
- (o) to make calls conditionally or unconditionally on the members of the Chargor in respect of uncalled capital;
- (p) to exercise on behalf of the Chargor and without the consent of or notice to the Chargor all the powers conferred on a landlord or a tenant by the Landlord and Tenant Acts, the Rent Acts, the Housing Acts or any other legislation from time to time in force in any relevant jurisdiction relating to rents or agriculture in respect of any part of the Mortgaged Property; and
- (q) to do all such other acts and things (including, without limitation, signing and executing all documents and deeds) as may be considered by the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property and to use the name of the Chargor for all the purposes aforesaid.



- 10.3 The Lender may by written notice remove from time to time any Receiver appointed by it (subject to the provisions of section 45 of the Insolvency Act 1986 in the case of an administrative receivership) and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated, for whatever reason and may (subject to the provisions of any applicable law) replace an administrator of the Chargor previously appointed by the Lender where there is a vacancy in such office.
- 10.4 The Lender may from time to time fix the remuneration of any Receiver appointed by it.
- 10.5 If at any time there is more than one Receiver of all or any part of the Charged Property, each Receiver may exercise individually all of the powers conferred on a Receiver under this Deed and to the exclusion of the other Receiver or Receivers (unless the document appointing such Receiver states otherwise).

## **11 Application of monies**

- 11.1 Following the enforcement of this Deed in accordance with clause 9.2, all monies received by the Lender or any Receiver appointed hereunder shall be applied in or towards satisfaction of the Secured Obligations in such order as the Lender shall determine.
- 11.2 Following the enforcement of this Deed in accordance with clause 9.2, all monies received by virtue of any insurance maintained or effected in respect of the Charged Property shall be paid to the Lender (or if not paid by the insurers directly to the Lender shall be held on trust for the Lender) and shall, at the option of the Lender, be applied in replacing or reinstating the property or assets destroyed, damaged or lost (any deficiency being made good by the Chargor) or in reduction of the Secured Obligations.
- 11.3 Sections 109(6) and (8) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this Deed.
- 11.4 Subject to clause 11.1, any monies received or realised by the Lender from the Chargor or a Receiver under this Deed may be applied by the Lender to any item of account or liability or transaction to which they may be applicable in such order or manner as the Lender may determine.
- 11.5 The Lender and any Receiver may place and keep (for such time as it shall think prudent) any money received, recovered or realised pursuant to this Deed in or at a separate suspense account (bearing interest at the Lender's normal rate for such an account) for so long and in such manner as the Lender may from time to time determine (to the credit of the Chargor or the Lender as the Lender shall think fit) and the Receiver may retain the same for such period as he and the Lender consider expedient without having any obligation to apply the same or any part thereof in or towards discharge of the Secured Obligations.

## **12 Protection of third parties**

- 12.1 No purchaser from, or other person dealing with, the Lender and/or any Receiver shall be obliged or concerned to enquire whether the right of the Lender or any Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable, or whether any of the Secured Obligations remain outstanding or be concerned with notice to the contrary, or whether any event has happened to authorise the Receiver to act or as to the propriety or validity of the exercise or purported exercise of any such power and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

12.2 The receipt of the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Lender or any Receiver.

12.3 In clauses 12.1 and 12.2 "**purchaser**" includes any person acquiring, for money or money's worth, any lease of, or Security over, or any other interest or right whatsoever in relation to, the Charged Property.

### **13 Protection of the Lender and Receiver**

13.1 Neither the Lender nor any Receiver shall be liable in respect of all or any part of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers, unless such loss or damage is caused by its or his gross negligence or wilful acts of default and recklessness.

13.2 Without prejudice to the generality of clause 13.1, entry into possession of the Charged Property shall not render the Lender or the Receiver liable to account as mortgagee in possession and if and whenever the Lender enters into possession of the Charged Property, it shall be entitled at any time at its discretion to go out of such possession.

### **14 Costs and expenses**

14.1 The Chargor will fully indemnify each of the Lender and any Receiver appointed hereunder on demand from and against any expense (including legal fees), loss, damage or liability which the Lender (or any Receiver) may incur in connection with the enforcement or attempted enforcement of, or preservation of the Lender's (or any Receiver's) rights under, this Deed or in relation to any of the Charged Property, including any present or future stamp or other taxes or duties and any penalties or interest with respect thereto which may be imposed by any competent jurisdiction in connection with the enforcement of this Deed or in consequence of any payment being made pursuant to this Deed (whether made by the Chargor or a third person) being impeached or declared void for any reason whatsoever.

14.2 The amounts payable under clause 14.1 above shall carry default interest at the Default Rate as well after as before judgment, from the dates on which they were paid, incurred or charged by the Lender or the Receiver (as the case may be) and shall form part of the Secured Obligations and accordingly be secured on the Charged Property under the charges contained in this Deed. All such default interest shall be compounded on the last day of each month.

14.3 The Lender and any Receiver, attorney, agent or other person appointed by the Lender under this Deed and the officers and employees of the Lender (each an **Indemnified Party**) shall be entitled to be indemnified out of the Charged Property in respect of all costs and losses, which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of:

- (a) anything done or omitted in the exercise, or purported exercise, of the powers contained in this Deed; or
- (b) any breach by the Chargor of any of its obligations under this Deed; or
- (c) any claim made or asserted against an Indemnified Party under Environmental Law which would not have arisen if this Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

## **15 Other security, cumulative powers and avoidance of payments**

- 15.1 The Security constituted by this Deed is in addition to, and shall neither be merged in, nor in any way exclude or prejudice or be affected by any other Security, right of recourse or other right whatsoever, present or future, (or the invalidity thereof) which the Lender may now or at any time hereafter hold or have (or would apart from this security hold or have) from the Chargor or any other person in respect of the Secured Obligations.
- 15.2 The powers which this Deed confers on the Lender and any Receiver appointed hereunder are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the Lender thinks appropriate. The Lender or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The Chargor acknowledges that the respective powers of the Lender and the Receiver will in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing.
- 15.3 If the Lender reasonably considers that any amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided or set aside on the liquidation or administration of the Chargor or otherwise, then for the purposes of this Deed such amount shall not be considered to have been paid.
- 15.4 Any settlement or discharge between the Chargor and the Lender shall be conditional upon no security or payment to the Lender by the Chargor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency or liquidation for the time being in force and accordingly (but without limiting the other rights of the Lender hereunder) the Lender shall be entitled to recover from the Chargor the value which the Lender has placed upon such security or the amount of any such payment as if such settlement or discharge had not occurred.

## **16 Notice of subsequent charge**

If the Lender receives notice of any other subsequent Security or other interest affecting all or any of the Charged Property it may open a new account or accounts for the Chargor in its books. If it does not do so then, unless it gives express written notice to the contrary to the Chargor, as from the time of receipt of such notice by the Lender, all payments made by the Chargor to the Lender shall be treated as having been credited to a new account of that Chargor and not as having been applied in reduction of the Secured Obligations.

## **17 Exclusion of powers of leasing**

During the continuance of this security the statutory and other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall only be exercisable by the Chargor in relation to the Mortgaged Property (or any part thereof) if exercised by the Chargor strictly in accordance with the terms of the Finance Documents.

## **18 Delegation**

The Lender may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by the Lender under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Lender may think fit. The Lender will not be liable or responsible to the Chargor or any other person

for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate.

## **19 Redemption of prior charges**

The Lender may at any time following the Security constituted by this Deed becoming enforceable redeem any and all prior Security on or relating to the Charged Property or any part thereof or procure the transfer of such Security to itself and may settle and pass the accounts of the person or persons entitled to the prior Security. Any account so settled and passed shall be conclusive and binding on the Chargor. The Chargor will on demand pay to the Lender all principal monies, interest, costs, charges, losses, liabilities and reasonable expenses of and incidental to any such redemption or transfer.

## **20 Notices**

### **20.1 Communications in writing**

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, must be made by fax or letter.

### **20.2 Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below or any substitute address or fax number or department or officer as one Party may notify to the other Party by not less than 5 Business Days' notice.

### **20.3 Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:
  - (i) if by way of fax, when received in legible form; or
  - (ii) if by way of letter, when it has been left at the relevant address or 5 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address;and, if a particular department or officer is specified as part of its address details provided under clause 20.2, if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).
- (c) Any communication or document which becomes effective, in accordance with clause 20.3(a) and/or clause 20.3(b) after 5.00 pm in the place of receipt shall be deemed only to become effective on the following day.

### **20.4 Electronic communication**

- (a) Any communication to be made between any the Lender and the Borrower under or in connection with this Deed may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) and if they:
  - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission of information by that means; and
  - (ii) notify each other of any change to their address or any other such information supplied by them by not less than 5 Business Days' notice.
- (b) Any such electronic communication as specified in clause 20.4(a) to be made between the Lender and the Borrower:
  - (i) may only be made in that way to the extent that the Lender and the Borrower agree that, unless and until notified to the contrary, this is to be an accepted form of communication; and
  - (ii) will be effective only when actually received in readable form and in the case of any electronic communication made by the Borrower to the Lender only if it is addressed in such a manner as the Lender shall specify for this purpose.
- (c) Any electronic communication which becomes effective, in accordance with clause 20.4(b)(ii), after 5.00 pm in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Deed shall be deemed only to become effective on the following day.
- (d) Any reference in this Deed to a communication being sent or received shall be construed to include that communication being made available in accordance with this clause 20.4.

## **21 No implied waivers**

- 21.1 No failure or delay by the Lender in exercising any right, power or privilege under this Deed shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.
- 21.2 The rights and remedies of the Lender provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.
- 21.3 A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

## **22 Invalidity of any provision**

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

## **23 Assignment**

The Lender may assign or otherwise transfer all or any part of its rights under this Deed or any Security created by or under it in accordance with the terms of the Finance Documents.

## **24 Currency clauses**

If a payment is made to the Lender under this Deed in a currency (**Payment Currency**) other than the currency in which it is expressed to be payable (**Contractual Currency**), the Lender may convert that payment into the Contractual Currency at the rate at which it (acting reasonably and in good faith) is able to purchase the Contractual Currency with the Payment Currency on or around the date of receipt of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargor will remain liable for such shortfall.

## **25 Certificates conclusive**

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

## **26 Counterparts**

This Deed or any Finance Document entered into under or in connection with this Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed or any such Finance Document entered into under or in connection with this Deed by email attachment or telecopy shall be an effective mode of delivery.

## **27 Contracts (Rights of Third Parties) Act 1999**

Save for the Lender and any Receiver, 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. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **28 Governing law**

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

## **29 Jurisdiction**

- 29.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (**Dispute**).
- 29.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.
- 29.3 This clause 29 is for the benefit of the Lender only. As a result the Lender shall 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 entered into and delivered on the date stated at the beginning of this Deed.

**Schedule 1**

**Details of Property**

None.



## **Schedule 2**

### **The Relevant Agreements**

- 1 The EVCC Project Agreement.
- 2 Each Development Document.

### Part 1 - Form of Notice in respect of any Relevant Agreement

[ ]

Dear Sirs,

1 This letter constitutes notice to you that, by the Debenture we assigned (by way of security) to  
the Lender all our rights under ***[insert date and description of relevant agreement]***  
**(Agreement)**.

2 We hereby irrevocably and unconditionally authorise and instruct you without notice or  
reference to, or further authority from us and without enquiring as to the justification or the  
validity of those instructions, to comply only with any instructions from time to time received by  
you from the Lender relating to the Agreement and any rights under or in connection with the  
Agreement.

3 We confirm that, notwithstanding the assignment referred to above, we remain liable to  
perform all the obligations imposed on us by the Agreement. We further confirm that, unless  
you receive notice from the Lender to the contrary, you are at liberty to deal exclusively with  
us in relation to matters relating to the Agreement (but without prejudice to paragraph 2  
above).

4 Please confirm your agreement to the above by sending the enclosed acknowledgement to  
the Lender with a copy to ourselves.

5 The provisions of this notice and any non-contractual obligations arising out of or in  
connection with it are governed by English law.

Yours faithfully

\*\*\*\*\*

(Authorised Signatory)

**Atlas BFW Management Ltd**

**Part 2 - Form of Acknowledgement in respect of any Relevant Agreement**

To: Blackpool Teaching Hospitals NHS Foundation Trust (**Lender**)  
[ ]

Attention: [t ]

To: Atlas BFW Management Ltd (**Chargor**)  
[ ]

Date: t

Dear Sirs,

**Debenture (Debenture) dated** 20 May 2022 **between Atlas BFW Management Ltd as chargor and Blackpool Teaching Hospitals NHS Foundation Trust (Lender)**

We confirm receipt from the Chargor of a notice (**Notice**) dated 2021 of an assignment upon the terms of the Debenture of all the Chargor's rights under the Agreement (as defined in the Notice). We confirm that:

- (a) we shall act in accordance with the Notice;
- (b) as at the date of this acknowledgement we have not received any notice of assignment or charge of the Chargor's interest in the Agreement in favour of any other person;

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

Yours faithfully

.....

(Authorised Signatory)

**[third party]**

**SIGNATORIES TO THE DEBENTURE**

**CHARGOR**

**EXECUTED** as a deed by **ATLAS BFW  
MANAGEMENT LIMITED** acting by a  
director:

[Redacted Signature]

Director

in the presence of:

Witness Signature:

[Redacted Signature]

Witness Name:

INGA BATAJOKA

Address:

[Redacted Address]

Occupation:

PERSONAL ADMINISTRATOR

Address: Ainscoe House, 12 East Park Drive, Blackpool FY3 8DX

Fax:

Attention:

**LENDER**

**EXECUTED** as a deed by affixing the  
common seal of **BLACKPOOL  
TEACHING HOSPITALS NHS  
FOUNDATION TRUST** in the presence  
of:

.....  
Authorised signatory

.....  
Authorised signatory

Address: Whinney Heys Road, Blackpool FY3 8NR

Fax:

Attention:

**SIGNATORIES TO THE DEBENTURE**

**CHARGOR**

**EXECUTED** as a deed by **ATLAS BFW  
MANAGEMENT LIMITED** acting by a  
director:

.....  
Director

in the presence of:

Witness Signature:.....

Witness Name: .....

Address: .....

Occupation: .....

Address: Ainscoe House, 12 East Park Drive, Blackpool FY3 8DX  
Fax:  
Attention:

**LENDER**

**EXECUTED** as a deed by affixing the  
common seal of **BLACKPOOL  
TEACHING HOSPITALS NHS  
FOUNDATION TRUST** in the presence  
of:

.....  
Authorised signatory

PATRICIA DIANE ARMSTRONG - CHILD  
CHIEF EXECUTIVE OFFICER.

.....  
Authorised signatory

Address: Whinney Heys Road, Blackpool FY3 8NR  
Fax:  
Attention:

FEROZ PATEL  
DIRECTOR OF FINANCE