

MR01

Particulars of a charge

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Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the last page

☒ **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 there is no
instrument. Use form MR08

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the charge.
If the form is 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
scanned and placed on the public record. **Do not send the original**



A07 07/06/2017 #453
COMPANIES HOUSE

1 Company details

Company number 06040924

Company name in full Churchfield Developments Limited

For official use

Filing 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 06/06/2017

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 Nigel Henry Sherwood ✓

Name Barbara Ann Sherwood ✓

Name KD Land Limited ✓

Name Dankar Developments Limited ✓

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.

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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

~~Plots 6, 7, 8 and 9 on land adjoining 39 Station Road Thorney~~
~~Peterborough Cambs~~

Plots 6, 7, 8 and 9 Goodmans Close Thorney

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.

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ 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.

☐ Yes

☒ No

8

Trustee statement ¹

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.

☐

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a 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
Ian James Groome

Company name
Bowers

Address
15 South Brink

Wisbech

Cambs

Post town

County/Region

Postcode

P E 1 3 1 J L

Country

DX **DX 41353 Wisbech**

Telephone
01945 583194



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: 6040924

Charge code: 0604 0924 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th June 2017 and created by CHURCHFIELD DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th June 2017.

Q

Given at Companies House, Cardiff on 15th June 2017



Companies House



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

THIS AGREEMENT is made the 6 day of June 2017

BETWEEN:

- (1) Churchfield Developments Limited of 15 Station Road St Ives Cambs PE27 5BH
Company Registration No.: 06040924 ("The Borrowers")
- (2) Nigel Henry Sherwood and Barbara Ann Sherwood both of 61 Wisbech Road
Thorney Peterborough Cambs PE6 0SA ("The Lenders")
- (3) KD Land Limited of 61 Wisbech Road, Thorney, Peterborough, PE6 0SA ("The
Lenders")
- (4) Dankar Developments Limited of 61 Wisbech Road Thorney Peterborough
PE6 0SA ("The Lenders")

BACKGROUND:

- (A) The Lender has agreed under the Sale Agreement, to provide the
Borrower with a loan on a secured basis.
- (B) The Borrower owns the Property free from encumbrances.
- (C) Under this Deed, the Borrower provides security to the Lender for
the loan facilities.
- (D) The loan will be repaid in full on the final repayment date.
- (E) The Legal Charge will be placed over Plots 6,7,8 and 9 on the Eastern
Boundary as edged red on the attached plan and not the whole Property.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

The following definitions apply in this Deed:

"Business Day" means a day other than a Saturday, Sunday or public holiday
in England when banks in London are open for business.

"Connected transaction"	means the purchase and sale of the property
"Charged Property"	Plots 6,7,8 and 9 Goodmans Close, Thorney as edged red on the plan attached hereto
"Delegate"	means any person appointed by the Lender or any Receiver Under clause 13 and any person appointed as attorney of the Lender, Receiver or Delegate.
"Environment"	means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.
"Environmental Law"	means all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgements and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.
"Environmental Licence"	means any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Property.
"Insurance Policy"	means each contract or policy of insurance effected or maintained by the Borrower from time to time in respect of the Property.
"LPA 1925"	means the Law of Property Act 1925.
"the Principal"	means the sum due under the clause (24.7/24.8 of the Sale Agreement as is appropriate)
"Property"	means the freehold property of Plots 6,7,8 and 9 of the Eastern Boundary edged red in the attached plan, owned by the Borrower described in schedule 1.
"Receiver"	means a receiver or a receiver and manager of any or all of the Charged Property.
"the Redemption Date"	means 1 year from the date of completion.

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"Loan"	The sum of £205,000.00
"Repayment Instalments"	£495,000.00; the first instalment on completion of £290,000.00 and a further £205,000.00 to be made 12 months after the date of completion.
"Repayment Date"	7 April 2018
"Sale Agreement"	means agreement of even date herewith made between the Lender (1) and the Borrower (2).
"Secured Liabilities"	means the Principal and all present and future monies, Obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether or not the Lender was an original party to the relevant transaction, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.
"Security"	means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having similar effect.
"Security Period"	means the period starting on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.
"Valuation"	means any valuation relating to the Property supplied to the Lender by the Borrower (or on its behalf).
"VAT"	means value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 INTERPRETATION

In this Deed:

- 1.2.1 clause, schedule and paragraph headings shall not affect the interpretation of this Deed;

company, Corporation, partnership, unincorporated body of person, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) ;

- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include the party's successors, permitted assigns and permitted transferees and this Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** includes fax but not email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to **this Deed** (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- 1.2.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.2.12 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

- 1.2.13 a reference to an **amendment** includes the novation, re-enactment, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an **authorisation** includes approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.16 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- 1.2.17 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- 1.2.18 the definitions contained in the Loan Agreement shall have the same meaning in this agreement.

1.3 **NATURE OF SECURITY OVER REAL PROPERTY**

A reference in this Deed to a **charge or mortgage of or over the Property** includes:

- 1.3.1 All buildings and fixtures and fittings which are situated within Plots 6,7,8 and 9 of the property, or form part of the Property at any time;
- 1.3.2 the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- 1.3.3 the benefit of any covenants for the title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
- 1.3.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property;

- 1.3.5 a Third party (being any person other than the Borrower, the Lender and its permitted Successors and assigns) has no right under the Contracts (Rights of Third parties) Act 19 to enforce, or to enjoy the benefit of, any term of this mortgage.

1.4 PERPETUITY PERIOD

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 12 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.5 SCHEDULES

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

1.6 LOAN

The Lender provides to the Borrower, the Loan, on the terms and subject to the conditions of this mortgage.

1.7 PURPOSE OF LOAN

The Borrower shall use the loan only for the purpose of purchasing the property. The Lender is not obliged to monitor or verify how the loan is used.

1.8 COVENANT TO PAY

The Borrower shall repay the Loan in full by repaying the Repayment instalments on each repayment date. The last repayment instalment will be paid on the Final Repayment date and will be the balance of the outstanding loan.

2. GRANT OF SECURITY

2.1 LEGAL MORTGAGE AND FIXED CHARGES

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender:

2.1.1 by way of first legal mortgage, the Property; and

2.1.2 by way of first fixed charge:

2.1.2.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each insurance Policy, to the extent not effectively assigned under clause 2.2;

2.1.2.2 the benefit of all other contracts, guarantees, appointments and warranties

relating to the Charged Property and other documents to which the Borrower is a party which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them);

- 2.1.2.3 all authorisations (statutory or otherwise) held or required in connection with the Borrower's business carried on at the Property or the use of any Charged Property, and all rights in connection with them.

2.2 ASSIGNMENT

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a provision for reassignment on irrevocable discharge in full of the Secured Liabilities:

- 2.2.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy;

provided that nothing in this clause 2.2 shall constitute the Lender as mortgagee in possession.

3. PERFECTION OF SECURITY

3.1 REGISTRATION OF LEGAL MORTGAGE AT THE LAND REGISTRY

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the 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 with a written consent signed by the proprietor for the time being of the charge dated 6 June 2017 in favour of Nigel Henry Sherwood, Barbara Ann Sherwood, KD Land Limited and Dankar Developments Limited referred to in the charges register or their conveyancer."

3.2 CAUTIONS AGAINST FIRST REGISTRATION AND NOTICES

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Borrower's title to the Property, the Borrower shall

immediately provide the Lender with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Deed, the Borrower shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

4. LIABILITY OF THE BORROWER

4.1 LIABILITY NOT DISCHARGED

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

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

4.2 IMMEDIATE RECOURSE

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

5. REPRESENTATIONS AND WARRANTIES

5.1 TIMES FOR MAKING REPRESENTATIONS AND WARRANTIES

The Borrower makes the representations and warranties set out in this clause 5 to the Lender on the date of this Deed and the representations and warranties contained in clause 5 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

5.2 OWNERSHIP OF CHARGED PROPERTY

The Borrower is the sole legal and beneficial owner of the Charged Property and has good and marketable title to the Property.

5.3 NO SECURITY

The Charged Property is free from any Security other than the Security created by this Deed.

5.4 NO ADVERSE CLAIMS

The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it.

5.5 NO ADVERSE COVENANTS

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Charged Property.

5.6 NO BREACH OF LAWS

There is no breach of any law or regulation that materially and adversely affects the Charged Property.

5.7 NO INTERFERENCE IN ENJOYMENT

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail use.

5.8 NO OVERRIDING INTERESTS

Nothing has arisen, has been created or is subsisting that would be an overriding interest in the Property.

5.9 NO PROHIBITIONS OR BREACHES

There is no prohibition on the Borrower assigning its rights in any of the Charged Property referred to in clause 2.2 and the entry into of this Deed by the Borrower does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Borrower or its assets.

5.10 ENVIRONMENTAL COMPLIANCE

The Borrower has, at all times, complied in all respects with all applicable Environmental Law and Environmental Licences.

5.11 AVOIDANCE OF SECURITY

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

5.12 ENFORCEABLE SECURITY

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.

6. GENERAL CONTENTS

6.1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

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

6.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Charged Property other than any Security created by this Deed;

6.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in the Charged Property; or

6.1.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

6.2 PRESERVATION OF CHARGED PROPERTY

The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this Deed.

6.3 COMPLIANCE WITH LAWS AND REGULATIONS

6.3.1 The Borrower shall not, without Lender's prior written consent, use or permit the Charged Property to be used in any way contrary to Law.

6.3.2 The Borrower shall:

6.3.2.1 Comply with the requirements of any law or regulation relating to or affecting the Charged Property or the use of it or any part of it;

6.3.2.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property or its use or that are necessary to preserve, maintain or renew any Charged Property; and

6.3.2.3 promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Charged Property that are required to be made by it under any law or regulation.

6.4 ENFORCEMENT OF RIGHTS

The Borrower shall use its best endeavours to:

6.4.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Borrower and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty: and

6.4.2 enforce any rights and institute,, continue or defend any proceedings relating to any of the Charged Property that the Lender may require from time to time.

6.5 NOTICE OF MISREPRESENTATIONS AND BREACHES

The Borrower shall, promptly on becoming aware of any of the same, give the Lender notice in writing of:

6.5.1 any representation or warranty set out in the Deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and

6.5.2 any breach of any covenant set out in this Deed

6.6 TITLE DOCUMENTS

The Borrower shall on the execution of this Deed, deposit with the Lender and the Lender shall, for the duration of this Deed, be entitled to hold:

- 6.6.1 all deeds and documents of title relating to the Charged Property that are in the possession or control of the Borrower (and if these are not within possession and/or control of the Borrower, the Borrower undertakes to obtain possession of all these deeds and documents of title); and
- 6.6.2 each Insurance Policy.

6.7 NOTICES TO BE GIVEN BY THE BORROWER

- 6.7.1 The Borrower shall immediately on the execution of this Deed:
 - 6.7.1.1 give notice to the relevant insurers of the assignment of the Borrower's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) under clause 2.2.1 and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender.
- 6.7.2 The Borrower shall obtain the lender's approval of the form of any notice or acknowledgement to be used under this clause 6.7.

7. PROPERTY COVENANTS

7.1 NO ALTERATIONS

- 7.1.1 The Borrower shall not, without the prior written consent of the Lender.
 - 7.1.1.1 make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same).
- 7.1.2 The Borrower shall promptly give notice to the Lender if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.

7.2 DEVELOPMENT RESTRICTIONS

The Borrower shall not, without prior written consent of the Lender:

- 7.2.1 make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property: or
- 7.2.2 carry out or permit or suffer to be carried out on the Property any

development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit or suffer to be changed to the use of the Property.

- 7.2.3 If the Borrower at any time obtains permission for any development of the Property within the provisions of the Town and Country Planning Act 1990 he will comply with all conditions subject to which permission is granted.

7.3 INSURANCE

- 7.3.1 The Borrower shall insure and keep insured the Charged Property against:

7.3.1.1 loss or damage by fire or terrorists acts, including any third party liability arising from such acts;

7.3.1.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and

7.3.1.3 any other risk, perils and contingencies as the Lender may reasonably require.

7.3.2 Any such insurance must be with an insurance company or underwriters and on such terms as are reasonably acceptable to the Lender and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Charged Property (meaning in the case of any premises on the Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least three years, including provision for increases in rent during the period of insurance.

7.3.3 The Borrower shall, if requested by the Lender, produce to the Lender each policy, certificate or cover note relating to any insurance required by clause 7.3.1.

7.3.4 The Borrower shall, if requested by the Lender, procure that a note of the Lender's interest is endorsed on each Insurance Policy (other than public liability and third party liability insurances) maintained by it or any person on its behalf in accordance with clause 7.3.1 but without the Lender having any liability for any premium in relation to those Insurance Policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.

- 7.3.5 The Borrower shall ensure that each Insurance Policy contains:
- 7.3.5.1 a loss payee clause under which the Lender is named as first loss payee (other than in respect of any claim under any public liability and third party liability insurances);
 - 7.3.5.2 terms ensuring that it cannot be avoided or vitiated as against the Lender by reason of the act or default of any other insured party or any misrepresentation, non-disclosure or failure to make a fair presentation of risk by any other insured party;
 - 7.3.5.3 a waiver of each insurer's rights of subrogation against the Borrower, the Lender and the tenants of the Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of the Property or any Insurance Policy; and
 - 7.3.5.4 terms ensuring that no insurer can repudiate, rescind or cancel it, treat it as avoided in whole or in part nor treat it as expired due to non-payment of premium without giving at least 30 days' prior written notice to the Lender.

7.4 INSURANCE PREMIUMS

The Borrower shall:

- 7.4.1 promptly pay all premiums in respect of each Insurance Policy and do all other things necessary to keep that policy in full force and effect; and
- 7.4.2 (if the Lender so requires) give to the Lender copies of the receipts for all premiums and other payments necessary for effecting and keeping each Insurance Policy.

7.5 NO INVALIDATION OF INSURANCE

The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy.

7.6 PROCEEDS FROM INSURANCE POLICIES

All monies payable under any Insurance Policy at any time (whether or not the security constituted by this Deed has become enforceable) shall at the option and discretion of the Lender be applied at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities and if reserved by the Borrower will be held on trust for the Lender for this purpose.

7.7 LEASES AND LICENCES AFFECTING THE PROPERTY

The Borrower shall not:

- 7.7.1 grant any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);
- 7.7.2 in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property);
- 7.7.3 let any person into occupation of or share occupation of the whole or any part of the property; or
- 7.7.4 grant any consent or licence under any lease or licence affecting the Property.

7.8 NO RESTRICTIVE OBLIGATIONS

The Borrower shall not, without the prior consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property.

7.9 PROPRIETARY RIGHTS

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender.

7.10 COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS

The Borrower shall:

- 7.10.1 observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and
- 7.10.2 diligently enforce all covenants, stipulations and conditions benefitting the

Property and shall not (and shall not agree to) waive, release or vary any of the same.

7.11 NOTICES OR CLAIMS RELATING TO THE PROPERTY

7.11.1 The Borrower shall:

7.11.1.1 give full particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and

7.11.1.2 (if the Lender so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make or join with the Lender in making, any objections or representations in respect of that Notice that the Lender thinks fit.

7.11.2 The Borrower shall give full particulars to the Lender of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

7.12 PAYMENT OF OUTGOINGS

The Borrower shall:

7.12.1 pay (or procure payment of the same) when due all charged, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.

7.13 ENVIRONMENT

The Borrower shall in respect of the Property:

7.13.1 comply with all the requirements of Environmental Law; and

7.13.2 obtain and comply with all Environmental Licences.

7.14 CONDUCT OF BUSINESS ON PROPERTY

The Borrower shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards good management from time to time current in such trade or business.

7.15 INSPECTION

The Borrower shall permit the Lender, any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice.

7.16 VAT OPTION TO TAX

The Borrower shall not, without prior written consent of the Lender:

7.16.1 exercise any VAT option to tax in relation to the Property; or

7.16.2 revoke any VAT option to tax exercised, and disclosed to the Lender in writing, before the date of this Deed.

8. POWERS OF THE LENDER

8.1 POWER TO REMEDY

8.1.1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this Deed.

8.1.2 The Borrower irrevocably authorises the Lender and its agents to do all the things necessary or desirable for that purpose.

8.1.3 Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this Deed shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with clause 15.1.

8.1.4 In remedying any breach in accordance with this clause 8.1, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the property and to take any action as the Lender may reasonably consider necessary or desirable including,, without limitation, carrying out any repairs, other works or development.

8.2 EXERCISE OF RIGHTS

The right of the Lender under clause 8.1 are without prejudice to any other rights of the Lender under this Deed. The exercise of any rights of the Lender under this Deed shall not make the Lender liable to account as a mortgagee in possession.

8.3 LENDER HAS RECEIVER'S POWERS

To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has

become enforceable, be exercised by the Lender in relation to any charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.4 INDULGENCE

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

9. WHEN SECURITY BECOMES ENFORCEABLE

9.1 SECURITY BECOMES ENFORCEABLE ON EVENT OF DEFAULT

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

9.2 DISCRETION

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

10. ENFORCEMENT OF SECURITY

10.1 ENFORCEMENT POWERS

10.1.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall, as between the Lender and a purchase from the Lender, arise on and be exercisable at any time after the execution of this Deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this Deed has become enforceable under clause 9.1.

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

10.2 EXTENSION OF STATUTORY POWERS OF LEASING

10.2.1 grant a lease or agreement for lease;

10.2.2 accept surrenders of leases; or

10.2.3 grant any option in respect of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

10.3 **PRIOR SECURITY**

10.3.1 At any time after the security constituted by this Deed has become Enforceable, or after any powers conferred by any Security having priority to this Deed shall become exercisable, the Lender may:

10.3.1.1 redeem that or any other prior Security;

10.3.1.2 procure the transfer of that Security to itself; and

10.3.1.3 settle and pass any account of the holder of any prior Security.

10.3.2 The settlement and passing of any such account shall be, in the absence of any manifest error, conclusive and binding on the Borrower. All monies paid by the Lender to an encumbrancer in settlement of any of those accounts shall be, as from its payment by the Lender, due from the Borrower to the Lender on current and shall bear interest at the Default Rate and be secured as part of the Secured Liabilities.

10.4 **PROTECTION OF THIRD PARTIES**

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

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

10.4.2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or

10.4.3 how any money paid to the Lender, any Receiver or any Delegate is to be applied.

10.5 **PRIVILEGES**

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

10.6 NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Lender, any Receiver nor any Delegate shall be liable, be reason of entering into possession of the Charged Property or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

10.7 RELINQUISHING POSSESSION

If the Lender, any Receiver or Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

10.8 CONCLUSIVE DISCHARGE TO PURCHASERS

The receipt of the Lender or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the Lender, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

11. RECEIVERS

11.1 APPOINTMENT

At any time after the security constituted by this Deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing any one or more person or persons to be a Receiver of all or any part of the Charged Property.

11.2 REMOVAL

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 REMUNERATION

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the

remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

11.4 POWER OF APPOINTMENT ADDITIONAL TO STATUTORY POWERS

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in section 103 and 109 of the LPA 1925 or otherwise.

11.5 POWER OF APPOINTMENT EXERCISABLE DESPITE PRIOR APPOINTMENTS

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Charged Property.

11.6 AGENT OF THE BORROWER

Any Receiver appointed by the Lender under this Deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

12. POWERS OF RECEIVER

12.1 POWERS ADDITIONAL TO STATUTORY POWERS

12.1.1 Any Receiver appointed by the Lender under this Deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 12.2 to clause 12.20.

12.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a receiver under this Deed individually and to the exclusion of any other Receiver.

12.1.3 Any exercise by a Receiver of any of the powers given by clause 12 may be on behalf of the Borrower, the directors of the Borrower or himself.

12.2 REPAIR AND DEVELOP THE PROPERTY

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for an maintain any

planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

12.3 GRANT OR ACCEPT SURRENDERS OF LEASES

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Property on any terms and subject to any conditions that he thinks fit.

12.4 EMPLOY PERSONNEL AND ADVISORS

A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms and subject to any conditions that he thinks fit. A Receiver may discharge any such person or any such person appointed by the Borrower.

12.5 MAKE AND REVOKE VAT OPTIONS TAX

A Receiver may make, exercise or revoke any VAT option to tax that he thinks fit.

12.6 CHARGE FOR REMUNERATION

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Lender may prescribe or agree with him.

12.7 REALISE CHARGED PROPERTY

A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Charged Property with the like rights.

12.8 MANAGE OR RECONSTRUCT THE BORROWER'S BUSINESS

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower carried out at the Property.

12.9 DISPOSE OF CHARGED PROPERTY

A Receiver may grant options and licences over all or any part of the Charged Property, grant any other interest or right over, sell, assign or lease

(or concur in granting options and licences over all or any part of the Charged Property, granting any other interest or right over, selling, assigning or leasing) all or any of the Charged Property in respect of which he is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions that he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

12.10 SEVER FIXTURES AND FITTINGS

A Receiver may sever and sell separately and fixtures and fittings from the Property without consent of the Borrower.

12.11 GIVE VALID RECEIPTS

A Receiver may give valid receipts for all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Property.

12.12 MAKE SETTLEMENTS

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person that he may think expedient.

12.13 BRING PROCEEDINGS

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property that he thinks fit.

12.14 INSURE

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 15.2, effect with any insurer any policy of insurance wither in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this Deed.

12.15 POWERS UNDER LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

12.16 BORROW

A Receiver may, for any of the purposes authorised by this clause 12, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Charged Property in respect of which he is appointed on any terms that he thinks fit (including, if the Lender consents, terms under which that Security ranks in priority to this Deed).

12.17 REDEEM PRIOR SECURITY

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

12.18 DELEGATION

A Receiver may delegate his powers in accordance with this Deed.

12.19 ABSOLUTE BENEFICIAL OWNER

A Receiver may, in relation to any of the Charged Property, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of all or any part of the Charged Property.

12.20 INCIDENTAL POWERS

A Receiver may do any other acts and things that he:

12.20.1 may consider desirable or necessary for realising any of the Charged Property;

12.20.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or

12.20.3 lawfully may or can do as agent for the borrower.

13. DELEGATION

13.1 DELEGATION

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power,

authority or discretion conferred on it by this Deed (including the power of attorney granted under clause 17.1)

13.2 TERMS

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

13.3 LIABILITY

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

14. APPLICATION OF PROCEEDS

14.1 ORDER OF APPLICATION OF PROCEEDS

All monies received by the Lender, a Receiver or a Delegate under this Deed after the security constituted by this Deed has become enforceable (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority.

14.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;

14.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and

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

14.2 APPROPRIATION

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

14.3 SUSPENSE ACCOUNT

All monies received by the Lender, a Receiver or a Delegate under this Deed (other than sums received under any such Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

- 14.3.1 may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;
- 14.3.2 shall bear the interest, if any, at the rate agreed in writing between the Lender and the Borrower; and
- 14.3.3 may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

15. COSTS AND INDEMNITY

15.1 INDEMNITY

- 15.1.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Charged Property;
- 15.1.2 taking, holding, protecting perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
- 15.1.3 any default or delay by the Borrower in performing any of its obligations under this Deed.
- 15.1.4 Any past or present employee or agent may enforce the terms of this clause subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

16. FURTHER ASSURANCE

16.1 FURTHER ASSURANCE

- 16.2 The Borrower shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:
 - 16.2.1 creating, perfecting or protecting the security intended to be created by this Deed;
 - 16.2.2 facilitating the realisation of any of the Charged Property; or
 - 16.2.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Property,
- 16.3 including, without limitation (if the Lender or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged

Property (whether to the Lender or to its nominee) and the giving of any notice, order or direction and making of any registration.

17. POWER OF ATTORNEY

17.1 APPOINTMENT OF ATTORNEYS

By way of security, the Borrower irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

17.1.1 the Borrower is required to execute and do under this Deed; or

17.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Lender, any Receiver or any Delegate.

17.2 RATIFICATION OF ACTS OF ATTORNEYS

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, on purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 17.1.

18. RELEASE

18.1 RELEASE

18.2 Subject to clause 25.3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to:

18.2.1 release the Charged Property from the security constituted by this Deed; and

18.2.2 reassign the Charged Property to the Borrower.

19. ASSIGNMENT AND TRANSFER

19.1 ASSIGNMENT BY LENDER

19.1.1 At any time, without the consent of the Borrower, the Lender may assign or transfer any or all of its right and obligations under this Deed.

19.1.2 The Lender may disclose to any actual or proposed assignee or transferee

any information in its possession that relates to the Borrower, the Charge Property and this Deed that the Lender considers appropriate.

19.2 ASSIGNMENT BY BORROWER

The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.

20. SET-OFF

20.1 LENDER'S RIGHT OF SET-OFF

The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not wither liability arises under this Deed. If the liabilities to be off are expressed in different currencies, the Lender may convert wither liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 20.1 shall not limit or affect any other rights or remedies available to it under this Deed or otherwise.

20.2 NO OBLIGATION TO SET-OFF

The Lender is not obliged to exercise its rights under clause 20.1. If, however, it does exercise those rights it must promptly notify the Borrower of the set-off that has been made.

20.3 EXCLUSION OF BORROWER'S RIGHT OF SET-OFF

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

21. AMENDMENTS, WAIVER AND CONSENTS

21.1 AMENDMENTS

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

21.2 WAIVER AND CONSENTS

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

21.2.2 A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict further exercise of that or any other right or remedy. No election to affirm this Deed by the Lender shall be effective unless it is in writing.

21.3 RIGHTS AND REMEDIES

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

22. SEVERANCE

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not

possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceable of the rest of this Deed.

23. COUNTERPARTS

23.1 COUNTERPARTS

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

24. THIRD PARTY RIGHTS

24.1 THIRD PARTY RIGHTS

24.1.1 A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, 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.

25. FURTHER PROVISIONS

25.1 INDEPENDENT SECURITY

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

25.2 CONTINUING SECURITY

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Deed in writing.

25.3 DISCHARGE CONDITIONAL

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

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

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

25.4 **CERTIFICATES**

A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower under this Deed shall be, in the absence of any manifest error, conclusive evidence of the amount due.

25.5 **CONSOLIDATION**

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

26. **NOTICES**

26.1 **DELIVERY**

Any notice or other communication given to a party under or in connection with this Deed shall be:

26.1.1 in writing;

26.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and

26.1.3 sent to:

26.1.3.1 the Borrower at: ChurchField Developments Ltd

Kingswood House, Hallgate Road, Throckenholt, Spalding, Lincolnshire,
PE12 0QS

Attention: Churchfield Developments Ltd

26.1.3.2 the Lender at:

(ADDRESS)

Fax: (NUMBER)

Attention: (NAME)

or to any other address or fax number as is notified in writing by one party to the other from time to time.

26.2 RECEIPT BY BORROWER

Any notice or other communication that the Lender gives to the Borrower shall be deemed to have been received.

26.2.1 if delivered by hand, at the time it is left at the relevant address;

26.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

26.2.3 if sent by fax, when received in legible form.
Any notice or other communication given as described in clause 26.2.1 or clause 26.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

26.3 RECEIPT BY LENDER

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

26.4 SERVICE OF PROCEEDINGS

This clause 26 does not apply to the service of any proceeding or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26.5 NO NOTICE BY EMAIL

A notice or other communication given under or in connection with this Deed is not valid if sent by email.

27. GOVERNING LAW AND JURISDICTION

27.1 GOVERNING LAW

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

27.2 JURISDICTION

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

27.3 OTHER SERVICE

The Borrower shall irrevocable consents to any process in any legal action or proceedings under clause 27.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

Delivered as a deed on the date of this document.

SCHEDULE 1

PROPERTY

Plots 6,7,8 and 9 Goodmans Close, Thorney as edged red on the plan attached hereto.

SIGNED as a DEED by)

NIGEL HENRY SHERWOOD)



in the presence of:)

Witness signature:



Witness name:

MRS M.C. HARLOCK

(BLOCK CAPITALS)

Witness address:

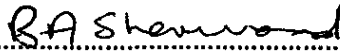
SHIREFIELD HOUSE, STATION ROAD, THORNEY
PETERBOROUGH PE6 0QE.

Occupation

OFFICE ADMINISTRATION.

SIGNED as a DEED by)

BARBARA ANN SHERWOOD)



in the presence of:)

Witness signature:



Witness name:

MRS M.C. HARLOCK

(BLOCK CAPITALS)

Witness address:

SHIREFIELD HOUSE, STATION ROAD, THORNEY
PETERBOROUGH PE6 0QE

Occupation

OFFICE ADMINISTRATION.

SIGNED as a DEED by)

CHURCHFIELD)

DEVELOPMENTS LIMITED)

in the presence of:)

Witness signature:

Witness name:

(BLOCK CAPITALS)


Witness address:

Occupation

SIGNED as a DEED by)

DANKAR DEVELOPMENTS)

LIMITED)


N. H. SHERWOOD

in the presence of:)

Witness signature: 

Witness name: MRS M. C. HARLOCK

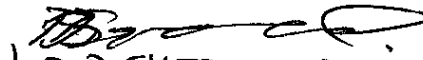
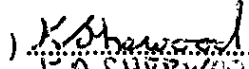
(BLOCK CAPITALS)

Witness address: SHIREFIELD HOUSE, STATION ROAD
THORNEY, PETERBOROUGH

Occupation OFFICE ADMINISTRATION. PE6 0QE

SIGNED as a DEED by)

KD LAND LIMITED)


D. B. SHERWOOD

K. A. SHERWOOD

in the presence of:)

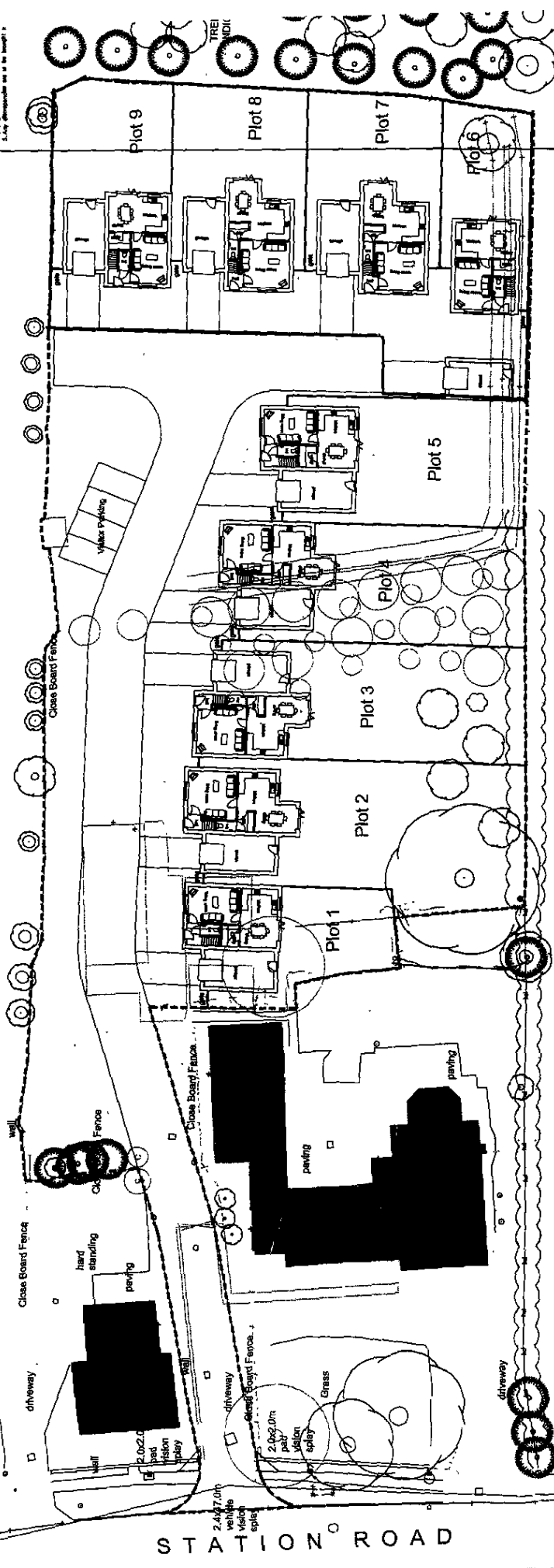
Witness signature: 

Witness name: MRS M. C. HARLOCK

(BLOCK CAPITALS)

Witness address:SHIREFIELD HOUSE, STATION ROAD THORNEY
.....PETERBOROUGH PE6 0QE
OccupationOFFICE ADMINISTRATION.....

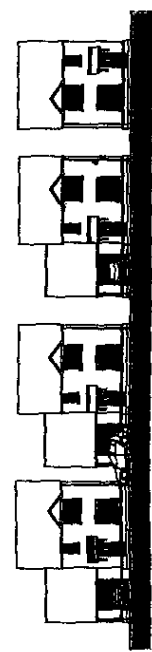
General Notes
 1. The parking and on-site road layout is shown in the site plan.
 2. All buildings are shown in the site plan.
 3. The site plan is shown in the site plan.
 4. The site plan is shown in the site plan.
 5. The site plan is shown in the site plan.



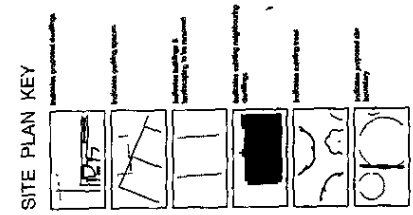
Site Plan
 Scale 1:200



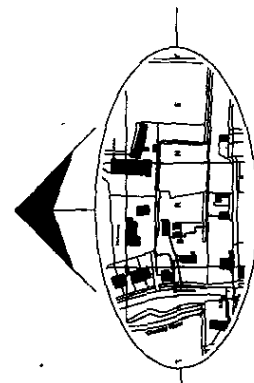
Street Scene Plots 1-5
 Scale 1:200



Street Scene Plots 6-9
 Scale 1:200



SITE PLAN KEY



Location Plan
 Scale 1:2500

Revisions	Revised design
A	April 2016
B	April 2016
C	April 2016

DRAFT



ARCHITECTS
 10/100 (2016) - 10/100 (2016)

Proposed Residential Development
 35/41 Station Road
 Thorney, Cambridgeshire CB21 1DT
 Drawing No: 10/100 (2016)
 Date: 10/100 (2016)

THIS AGREEMENT is made the

6

day of June 2017

BETWEEN:

- (1) Churchfield Developments Limited of 15 Station Road St Ives Cambs PE27 5BH
Company Registration No.: 06040924 ("The Borrowers")
- (2) Nigel Henry Sherwood and Barbara Ann Sherwood both of 61 Wisbech Road
Thorney Peterborough Cambs PE6 0SA ("The Lenders")
- (3) KD Land Limited of 61 Wisbech Road, Thorney, Peterborough, PE6 0SA ("The
Lenders")
- (4) Dankar Developments Limited of 61 Wisbech Road Thorney Peterborough
PE6 0SA ("The Lenders")

BACKGROUND:

- (A) The Lender has agreed under the Sale Agreement, to provide the
Borrower with a loan on a secured basis.
- (B) The Borrower owns the Property free from encumbrances.
- (C) Under this Deed, the Borrower provides security to the Lender for
the loan facilities.
- (D) The loan will be repaid in full on the final repayment date.
- (E) The Legal Charge will be placed over Plots 6,7,8 and 9 on the Eastern
Boundary as edged red on the attached plan and not the whole Property.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

The following definitions apply in this Deed:

"Business Day" means a day other than a Saturday, Sunday or public holiday
in England when banks in London are open for business.

CERTIFIED TO BE A TRUE COPY

BOWERS SOLICITORS

SIGNED:



DATED:

6-6-2017

“Connected transaction”	means the purchase and sale of the property
“Charged Property”	Plots 6,7,8 and 9 Goodmans Close, Thorney as edged red on the plan attached hereto
“Delegate”	means any person appointed by the Lender or any Receiver Under clause 13 and any person appointed as attorney of the Lender, Receiver or Delegate.
“Environment”	means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.
“Environmental Law”	means all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgements and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.
“Environmental Licence”	means any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Property.
“Insurance Policy”	means each contract or policy of insurance effected or maintained by the Borrower from time to time in respect of the Property.
“LPA 1925”	means the Law of Property Act 1925.
“the Principal”	means the sum due under the clause (24.7/24.8 of the Sale Agreement as is appropriate)
“Property”	means the freehold property of Plots 6,7,8 and 9 of the Eastern Boundary edged red in the attached plan, owned by the Borrower described in schedule 1.
“Receiver”	means a receiver or a receiver and manager of any or all of the Charged Property.
“the Redemption Date”	means 1 year from the date of completion.

“the Redemption Date”	means 1 year from the date of completion.
“Loan”	The sum of £205,000.00
“Repayment Instalments”	£495,000.00; the first instalment on completion of £290,000.00 and a further £205,000.00 to be made 12 months after the date of completion.
“Repayment Date”	7 April 2018
“Sale Agreement”	means agreement of even date herewith made between the Lender (1) and the Borrower (2).
“Secured Liabilities”	means the Principal and all present and future monies, Obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether or not the Lender was an original party to the relevant transaction, together with al interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.
“Security”	means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having similar effect.
“Security Period”	means the period starting on the date of this Deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.
“Valuation”	means any valuation relating to the Property supplied to the Lender by the Borrower (or on its behalf).
“VAT”	means value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 INTERPRETATION

In this Deed:

- 1.2.1 clause, schedule and paragraph headings shall not affect the interpretation of this Deed;

company, Corporation, partnership, unincorporated body of person, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) ;

- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include the party's successors, permitted assigns and permitted transferees and this Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** includes fax but not email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to **this Deed** (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- 1.2.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.2.12 any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;

- 1.2.13 a reference to an **amendment** includes the novation, re-enactment, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an **authorisation** includes approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.16 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- 1.2.17 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- 1.2.18 the definitions contained in the Loan Agreement shall have the same meaning in this agreement.

1.3 **NATURE OF SECURITY OVER REAL PROPERTY**

A reference in this Deed to a **charge or mortgage of or over the Property** includes:

- 1.3.1 All buildings and fixtures and fittings which are situated within Plots 6,7,8 and 9 of the property, or form part of the Property at any time;
- 1.3.2 the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- 1.3.3 the benefit of any covenants for the title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
- 1.3.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property;

- 1.3.5 a Third party (being any person other than the Borrower, the Lender and its permitted Successors and assigns) has no right under the Contracts (Rights of Third parties) Act 19 to enforce, or to enjoy the benefit of, any term of this mortgage.

1.4 PERPETUITY PERIOD

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 12 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.5 SCHEDULES

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

1.6 LOAN

The Lender provides to the Borrower, the Loan, on the terms and subject to the conditions of this mortgage.

1.7 PURPOSE OF LOAN

The Borrower shall use the loan only for the purpose of purchasing the property. The Lender is not obliged to monitor or verify how the loan is used.

1.8 COVENANT TO PAY

The Borrower shall repay the Loan in full by repaying the Repayment instalments on each repayment date. The last repayment instalment will be paid on the Final Repayment date and will be the balance of the outstanding loan.

2. GRANT OF SECURITY

2.1 LEGAL MORTGAGE AND FIXED CHARGES

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender:

2.1.1 by way of first legal mortgage, the Property; and

2.1.2 by way of first fixed charge:

2.1.2.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each insurance Policy, to the extent not effectively assigned under clause 2.2;

2.1.2.2 the benefit of all other contracts, guarantees, appointments and warranties

relating to the Charged Property and other documents to which the Borrower is a party which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them);

- 2.1.2.3 all authorisations (statutory or otherwise) held or required in connection with the Borrower's business carried on at the Property or the use of any Charged Property, and all rights in connection with them.

2.2 ASSIGNMENT

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a provision for reassignment on irrevocable discharge in full of the Secured Liabilities:

- 2.2.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy;

provided that nothing in this clause 2.2 shall constitute the Lender as mortgagee in possession.

3. PERFECTION OF SECURITY

3.1 REGISTRATION OF LEGAL MORTGAGE AT THE LAND REGISTRY

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the 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 with a written consent signed by the proprietor for the time being of the charge dated 6 June 2017 in favour of Nigel Henry Sherwood, Barbara Ann Sherwood, KD Land Limited and Dankar Developments Limited referred to in the charges register or their conveyancer."

3.2 CAUTIONS AGAINST FIRST REGISTRATION AND NOTICES

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Borrower's title to the Property, the Borrower shall

immediately provide the Lender with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Deed, the Borrower shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

4. LIABILITY OF THE BORROWER

4.1 LIABILITY NOT DISCHARGED

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

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

4.2 IMMEDIATE RECOURSE

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

5. REPRESENTATIONS AND WARRANTIES

5.1 TIMES FOR MAKING REPRESENTATIONS AND WARRANTIES

The Borrower makes the representations and warranties set out in this clause 5 to the Lender on the date of this Deed and the representations and warranties contained in clause 5 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

5.2 OWNERSHIP OF CHARGED PROPERTY

The Borrower is the sole legal and beneficial owner of the Charged Property and has good and marketable title to the Property.

5.3 NO SECURITY

The Charged Property is free from any Security other than the Security created by this Deed.

5.4 NO ADVERSE CLAIMS

The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it.

5.5 NO ADVERSE COVENANTS

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Charged Property.

5.6 NO BREACH OF LAWS

There is no breach of any law or regulation that materially and adversely affects the Charged Property.

5.7 NO INTERFERENCE IN ENJOYMENT

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail use.

5.8 NO OVERRIDING INTERESTS

Nothing has arisen, has been created or is subsisting that would be an overriding interest in the Property.

5.9 NO PROHIBITIONS OR BREACHES

There is no prohibition on the Borrower assigning its rights in any of the Charged Property referred to in clause 2.2 and the entry into of this Deed by the Borrower does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Borrower or its assets.

5.10 ENVIRONMENTAL COMPLIANCE

The Borrower has, at all times, complied in all respects with all applicable Environmental Law and Environmental Licences.

5.11 AVOIDANCE OF SECURITY

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

5.12 ENFORCEABLE SECURITY

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.

6. GENERAL CONTENTS

6.1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

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

6.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Charged Property other than any Security created by this Deed;

6.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in the Charged Property; or

6.1.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

6.2 PRESERVATION OF CHARGED PROPERTY

The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this Deed.

6.3 COMPLIANCE WITH LAWS AND REGULATIONS

6.3.1 The Borrower shall not, without Lender's prior written consent, use or permit the Charged Property to be used in any way contrary to Law.

6.3.2 The Borrower shall:

6.3.2.1 Comply with the requirements of any law or regulation relating to or affecting the Charged Property or the use of it or any part of it;

6.3.2.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property or its use or that are necessary to preserve, maintain or renew any Charged Property; and

6.3.2.3 promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Charged Property that are required to be made by it under any law or regulation.

6.4 ENFORCEMENT OF RIGHTS

The Borrower shall use its best endeavours to:

6.4.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Borrower and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty; and

6.4.2 enforce any rights and institute,, continue or defend any proceedings relating to any of the Charged Property that the Lender may require from time to time.

6.5 NOTICE OF MISREPRESENTATIONS AND BREACHES

The Borrower shall, promptly on becoming aware of any of the same, give the Lender notice in writing of:

6.5.1 any representation or warranty set out in the Deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and

6.5.2 any breach of any covenant set out in this Deed

6.6 TITLE DOCUMENTS

The Borrower shall on the execution of this Deed, deposit with the Lender and the Lender shall, for the duration of this Deed, be entitled to hold:

6.6.1 all deeds and documents of title relating to the Charged Property that are in the possession or control of the Borrower (and if these are not within possession and/or control of the Borrower, the Borrower undertakes to obtain possession of all these deeds and documents of title); and

6.6.2 each Insurance Policy.

6.7 NOTICES TO BE GIVEN BY THE BORROWER

6.7.1 The Borrower shall immediately on the execution of this Deed:

6.7.1.1 give notice to the relevant insurers of the assignment of the Borrower's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) under clause 2.2.1 and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender.

6.7.2 The Borrower shall obtain the lender's approval of the form of any notice or acknowledgement to be used under this clause 6.7.

7. PROPERTY COVENANTS

7.1 NO ALTERATIONS

7.1.1 The Borrower shall not, without the prior written consent of the Lender.

7.1.1.1 make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same).

7.1.2 The Borrower shall promptly give notice to the Lender if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.

7.2 DEVELOPMENT RESTRICTIONS

The Borrower shall not, without prior written consent of the Lender:

7.2.1 make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property: or

7.2.2 carry out or permit or suffer to be carried out on the Property any

development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit or suffer to be changed to the use of the Property.

- 7.2.3 If the Borrower at any time obtains permission for any development of the Property within the provisions of the Town and Country Planning Act 1990 he will comply with all conditions subject to which permission is granted.

7.3 INSURANCE

- 7.3.1 The Borrower shall insure and keep insured the Charged Property against:

7.3.1.1 loss or damage by fire or terrorists acts, including any third party liability arising from such acts;

7.3.1.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and

7.3.1.3 any other risk, perils and contingencies as the Lender may reasonably require.

7.3.2 Any such insurance must be with an insurance company or underwriters and on such terms as are reasonably acceptable to the Lender and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Charged Property (meaning in the case of any premises on the Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least three years, including provision for increases in rent during the period of insurance.

7.3.3 The Borrower shall, if requested by the Lender, produce to the Lender each policy, certificate or cover note relating to any insurance required by clause 7.3.1.

7.3.4 The Borrower shall, if requested by the Lender, procure that a note of the Lender's interest is endorsed on each Insurance Policy (other than public liability and third party liability insurances) maintained by it or any person on its behalf in accordance with clause 7.3.1 but without the Lender having any liability for any premium in relation to those Insurance Policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.

- 7.3.5 The Borrower shall ensure that each Insurance Policy contains:
- 7.3.5.1 a loss payee clause under which the Lender is named as first loss payee (other than in respect of any claim under any public liability and third party liability insurances);
 - 7.3.5.2 terms ensuring that it cannot be avoided or vitiated as against the Lender by reason of the act or default of any other insured party or any misrepresentation, non-disclosure or failure to make a fair presentation of risk by any other insured party;
 - 7.3.5.3 a waiver of each insurer's rights of subrogation against the Borrower, the Lender and the tenants of the Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of the Property or any Insurance Policy; and
 - 7.3.5.4 terms ensuring that no insurer can repudiate, rescind or cancel it, treat it as avoided in whole or in part nor treat it as expired due to non-payment of premium without giving at least 30 days' prior written notice to the Lender.

7.4 INSURANCE PREMIUMS

The Borrower shall:

- 7.4.1 promptly pay all premiums in respect of each Insurance Policy and do all other things necessary to keep that policy in full force and effect; and
- 7.4.2 (if the Lender so requires) give to the Lender copies of the receipts for all premiums and other payments necessary for effecting and keeping each Insurance Policy.

7.5 NO INVALIDATION OF INSURANCE

The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy.

7.6 PROCEEDS FROM INSURANCE POLICIES

All monies payable under any Insurance Policy at any time (whether or not the security constituted by this Deed has become enforceable) shall at the option and discretion of the Lender be applied at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities and if reserved by the Borrower will be held on trust for the Lender for this purpose.

7.7 LEASES AND LICENCES AFFECTING THE PROPERTY

The Borrower shall not:

- 7.7.1 grant any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);
- 7.7.2 in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property);
- 7.7.3 let any person into occupation of or share occupation of the whole or any part of the property; or
- 7.7.4 grant any consent or licence under any lease or licence affecting the Property.

7.8 NO RESTRICTIVE OBLIGATIONS

The Borrower shall not, without the prior consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property.

7.9 PROPRIETARY RIGHTS

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender.

7.10 COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS

The Borrower shall:

- 7.10.1 observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and
- 7.10.2 diligently enforce all covenants, stipulations and conditions benefitting the

Property and shall not (and shall not agree to) waive, release or vary any of the same.

7.11 NOTICES OR CLAIMS RELATING TO THE PROPERTY

7.11.1 The Borrower shall:

7.11.1.1 give full particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and

7.11.1.2 (if the Lender so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make or join with the Lender in making, any objections or representations in respect of that Notice that the Lender thinks fit.

7.11.2 The Borrower shall give full particulars to the Lender of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

7.12 PAYMENT OF OUTGOINGS

The Borrower shall:

7.12.1 pay (or procure payment of the same) when due all charged, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.

7.13 ENVIRONMENT

The Borrower shall in respect of the Property:

7.13.1 comply with all the requirements of Environmental Law; and

7.13.2 obtain and comply with all Environmental Licences.

7.14 CONDUCT OF BUSINESS ON PROPERTY

The Borrower shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards good management from time to time current in such trade or business.

7.15 INSPECTION

The Borrower shall permit the Lender, any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice.

7.16 VAT OPTION TO TAX

The Borrower shall not, without prior written consent of the Lender:

7.16.1 exercise any VAT option to tax in relation to the Property; or

7.16.2 revoke any VAT option to tax exercised, and disclosed to the Lender in writing, before the date of this Deed.

8. POWERS OF THE LENDER

8.1 POWER TO REMEDY

8.1.1 The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this Deed.

8.1.2 The Borrower irrevocably authorises the Lender and its agents to do all the things necessary or desirable for that purpose.

8.1.3 Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this Deed shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with clause 15.1.

8.1.4 In remedying any breach in accordance with this clause 8.1, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the property and to take any action as the Lender may reasonably consider necessary or desirable including,, without limitation, carrying out any repairs, other works or development.

8.2 EXERCISE OF RIGHTS

The right of the Lender under clause 8.1 are without prejudice to any other rights of the Lender under this Deed. The exercise of any rights of the Lender under this Deed shall not make the Lender liable to account as a mortgagee in possession.

8.3 LENDER HAS RECEIVER'S POWERS

To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has

become enforceable, be exercised by the Lender in relation to any charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

8.4 INDULGENCE

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

9. WHEN SECURITY BECOMES ENFORCEABLE

9.1 SECURITY BECOMES ENFORCEABLE ON EVENT OF DEFAULT

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

9.2 DISCRETION

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

10. ENFORCEMENT OF SECURITY

10.1 ENFORCEMENT POWERS

10.1.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall, as between the Lender and a purchase from the Lender, arise on and be exercisable at any time after the execution of this Deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this Deed has become enforceable under clause 9.1.

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

10.2 EXTENSION OF STATUTORY POWERS OF LEASING

10.2.1 grant a lease or agreement for lease;

10.2.2 accept surrenders of leases; or

10.2.3 grant any option in respect of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

10.3 **PRIOR SECURITY**

10.3.1 At any time after the security constituted by this Deed has become Enforceable, or after any powers conferred by any Security having priority to this Deed shall become exercisable, the Lender may:

10.3.1.1 redeem that or any other prior Security;

10.3.1.2 procure the transfer of that Security to itself; and

10.3.1.3 settle and pass any account of the holder of any prior Security.

10.3.2 The settlement and passing of any such account shall be, in the absence of any manifest error, conclusive and binding on the Borrower. All monies paid by the Lender to an encumbrancer in settlement of any of those accounts shall be, as from its payment by the Lender, due from the Borrower to the Lender on current and shall bear interest at the Default Rate and be secured as part of the Secured Liabilities.

10.4 **PROTECTION OF THIRD PARTIES**

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

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

10.4.2 whether any power the Lender, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or

10.4.3 how any money paid to the Lender, any Receiver or any Delegate is to be applied.

10.5 **PRIVILEGES**

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

10.6 NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Lender, any Receiver nor any Delegate shall be liable, be reason of entering into possession of the Charged Property or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

10.7 RELINQUISHING POSSESSION

If the Lender, any Receiver or Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

10.8 CONCLUSIVE DISCHARGE TO PURCHASERS

The receipt of the Lender or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the Lender, every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

11. RECEIVERS

11.1 APPOINTMENT

At any time after the security constituted by this Deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice, appoint by way of deed, or otherwise in writing any one or more person or persons to be a Receiver of all or any part of the Charged Property.

11.2 REMOVAL

The Lender may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

11.3 REMUNERATION

The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the

remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

11.4 POWER OF APPOINTMENT ADDITIONAL TO STATUTORY POWERS

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in section 103 and 109 of the LPA 1925 or otherwise.

11.5 POWER OF APPOINTMENT EXERCISABLE DESPITE PRIOR APPOINTMENTS

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Lender despite any prior appointment in respect of all or any part of the Charged Property.

11.6 AGENT OF THE BORROWER

Any Receiver appointed by the Lender under this Deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.

12. POWERS OF RECEIVER

12.1 POWERS ADDITIONAL TO STATUTORY POWERS

12.1.1 Any Receiver appointed by the Lender under this Deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 12.2 to clause 12.20.

12.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a receiver under this Deed individually and to the exclusion of any other Receiver.

12.1.3 Any exercise by a Receiver of any of the powers given by clause 12 may be on behalf of the Borrower, the directors of the Borrower or himself.

12.2 REPAIR AND DEVELOP THE PROPERTY

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for an maintain any

planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

12.3 GRANT OR ACCEPT SURRENDERS OF LEASES

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Property on any terms and subject to any conditions that he thinks fit.

12.4 EMPLOY PERSONNEL AND ADVISORS

A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms and subject to any conditions that he thinks fit. A Receiver may discharge any such person or any such person appointed by the Borrower.

12.5 MAKE AND REVOKE VAT OPTIONS TAX

A Receiver may make, exercise or revoke any VAT option to tax that he thinks fit.

12.6 CHARGE FOR REMUNERATION

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Lender may prescribe or agree with him.

12.7 REALISE CHARGED PROPERTY

A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Charged Property with the like rights.

12.8 MANAGE OR RECONSTRUCT THE BORROWER'S BUSINESS

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower carried out at the Property.

12.9 DISPOSE OF CHARGED PROPERTY

A Receiver may grant options and licences over all or any part of the Charged Property, grant any other interest or right over, sell, assign or lease

(or concur in granting options and licences over all or any part of the Charged Property, granting any other interest or right over, selling, assigning or leasing) all or any of the Charged Property in respect of which he is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions that he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

12.10 SEVER FIXTURES AND FITTINGS

A Receiver may sever and sell separately and fixtures and fittings from the Property without consent of the Borrower.

12.11 GIVE VALID RECEIPTS

A Receiver may give valid receipts for all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Property.

12.12 MAKE SETTLEMENTS

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person that he may think expedient.

12.13 BRING PROCEEDINGS

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property that he thinks fit.

12.14 INSURE

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 15.2, effect with any insurer any policy of insurance with or in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this Deed.

12.15 POWERS UNDER LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

12.16 BORROW

A Receiver may, for any of the purposes authorised by this clause 12, raise money by borrowing from the Lender (or from any other person) either unsecured or on the security of all or any of the Charged Property in respect of which he is appointed on any terms that he thinks fit (including, if the Lender consents, terms under which that Security ranks in priority to this Deed).

12.17 REDEEM PRIOR SECURITY

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

12.18 DELEGATION

A Receiver may delegate his powers in accordance with this Deed.

12.19 ABSOLUTE BENEFICIAL OWNER

A Receiver may, in relation to any of the Charged Property, exercise all powers, authorisations and rights he would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of all or any part of the Charged Property.

12.20 INCIDENTAL POWERS

A Receiver may do any other acts and things that he:

12.20.1 may consider desirable or necessary for realising any of the Charged Property;

12.20.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or

12.20.3 lawfully may or can do as agent for the borrower.

13. DELEGATION

13.1 DELEGATION

The Lender or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power,

authority or discretion conferred on it by this Deed (including the power of attorney granted under clause 17.1)

13.2 TERMS

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

13.3 LIABILITY

Neither the Lender nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

14. APPLICATION OF PROCEEDS

14.1 ORDER OF APPLICATION OF PROCEEDS

All monies received by the Lender, a Receiver or a Delegate under this Deed after the security constituted by this Deed has become enforceable (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority.

14.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Lender (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;

14.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Lender determines; and

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

14.2 APPROPRIATION

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

14.3 SUSPENSE ACCOUNT

All monies received by the Lender, a Receiver or a Delegate under this Deed (other than sums received under any such Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

- 14.3.1 may, at the discretion of the Lender, Receiver or Delegate, be credited to any suspense or securities realised account;
- 14.3.2 shall bear the interest, if any, at the rate agreed in writing between the Lender and the Borrower; and
- 14.3.3 may be held in that account for so long as the Lender, Receiver or Delegate thinks fit.

15. COSTS AND INDEMNITY

15.1 INDEMNITY

- 15.1.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Charged Property;
- 15.1.2 taking, holding, protecting perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
- 15.1.3 any default or delay by the Borrower in performing any of its obligations under this Deed.
- 15.1.4 Any past or present employee or agent may enforce the terms of this clause subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

16. FURTHER ASSURANCE

16.1 FURTHER ASSURANCE

- 16.2 The Borrower shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:
 - 16.2.1 creating, perfecting or protecting the security intended to be created by this Deed;
 - 16.2.2 facilitating the realisation of any of the Charged Property; or
 - 16.2.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Property,
- 16.3 including, without limitation (if the Lender or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged

Property (whether to the Lender or to its nominee) and the giving of any notice, order or direction and making of any registration.

17. POWER OF ATTORNEY

17.1 APPOINTMENT OF ATTORNEYS

By way of security, the Borrower irrevocably appoints the Lender, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

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

17.2 RATIFICATION OF ACTS OF ATTORNEYS

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, on purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 17.1.

18. RELEASE

18.1 RELEASE

- 18.2 Subject to clause 25.3, on the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to:

- 18.2.1 release the Charged Property from the security constituted by this Deed; and
- 18.2.2 reassign the Charged Property to the Borrower.

19. ASSIGNMENT AND TRANSFER

19.1 ASSIGNMENT BY LENDER

- 19.1.1 At any time, without the consent of the Borrower, the Lender may assign or transfer any or all of its right and obligations under this Deed.
- 19.1.2 The Lender may disclose to any actual or proposed assignee or transferee

any information in its possession that relates to the Borrower, the Charge Property and this Deed that the Lender considers appropriate.

19.2 ASSIGNMENT BY BORROWER

The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.

20. SET-OFF

20.1 LENDER'S RIGHT OF SET-OFF

The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not wither liability arises under this Deed. If the liabilities to be off are expressed in different currencies, the Lender may convert wither liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 20.1 shall not limit or affect any other rights or remedies available to it under this Deed or otherwise.

20.2 NO OBLIGATION TO SET-OFF

The Lender is not obliged to exercise its rights under clause 20.1. If, however, it does exercise those rights it must promptly notify the Borrower of the set-off that has been made.

20.3 EXCLUSION OF BORROWER'S RIGHT OF SET-OFF

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

21. AMENDMENTS, WAIVER AND CONSENTS

21.1 AMENDMENTS

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

21.2 WAIVER AND CONSENTS

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

21.2.2 A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict further exercise of that or any other right or remedy. No election to affirm this Deed by the Lender shall be effective unless it is in writing.

21.3 RIGHTS AND REMEDIES

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

22. SEVERANCE

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not

possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceable of the rest of this Deed.

23. COUNTERPARTS

23.1 COUNTERPARTS

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

24. THIRD PARTY RIGHTS

24.1 THIRD PARTY RIGHTS

24.1.1 A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, 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.

25. FURTHER PROVISIONS

25.1 INDEPENDENT SECURITY

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

25.2 CONTINUING SECURITY

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this Deed in writing.

25.3 DISCHARGE CONDITIONAL

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

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

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

25.4 **CERTIFICATES**

A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower under this Deed shall be, in the absence of any manifest error, conclusive evidence of the amount due.

25.5 **CONSOLIDATION**

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

26. **NOTICES**

26.1 **DELIVERY**

Any notice or other communication given to a party under or in connection with this Deed shall be:

26.1.1 in writing;

26.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and

26.1.3 sent to:

26.1.3.1 the Borrower at: ChurchField Developments Ltd

Kingswood House, Hallgate Road, Throckenholt, Spalding, Lincolnshire,
PE12 0QS

Attention: Churchfield Developments Ltd

26.1.3.2 the Lender at:

(ADDRESS)

Fax: (NUMBER)

Attention: (NAME)

or to any other address or fax number as is notified in writing by one party to the other from time to time.

26.2 RECEIPT BY BORROWER

Any notice or other communication that the Lender gives to the Borrower shall be deemed to have been received.

26.2.1 if delivered by hand, at the time it is left at the relevant address;

26.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

26.2.3 if sent by fax, when received in legible form.
Any notice or other communication given as described in clause 26.2.1 or clause 26.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

26.3 RECEIPT BY LENDER

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

26.4 SERVICE OF PROCEEDINGS

This clause 26 does not apply to the service of any proceeding or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

26.5 NO NOTICE BY EMAIL

A notice or other communication given under or in connection with this Deed is not valid if sent by email.

27. GOVERNING LAW AND JURISDICTION

27.1 GOVERNING LAW

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

27.2 JURISDICTION

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

27.3 OTHER SERVICE

The Borrower shall irrevocable consents to any process in any legal action or proceedings under clause 27.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

Delivered as a deed on the date of this document.

SCHEDULE 1

PROPERTY

Plots 6,7,8 and 9 Goodmans Close, Thorney as edged red on the plan attached hereto.

SIGNED as a **DEED** by)

NIGEL HENRY SHERWOOD)

in the presence of:)

Witness signature:

Witness name:

(BLOCK CAPITALS)

Witness address:

Occupation

SIGNED as a **DEED** by)

BARBARA ANN SHERWOOD)

in the presence of:)

Witness signature:

Witness name:

(BLOCK CAPITALS)

Witness address:

Occupation

SIGNED as a **DEED** by)

CHURCHFIELD)

DEVELOPMENTS LIMITED)



in the presence of:)

Witness signature: *I. J. Groome*

Witness name:

(BLOCK CAPITALS)

Witness address: *15 South Brink, Wisbech*

Occupation

*I J GROOME
Chartered Legal Executive
Bowyers
15 South Brink, Wisbech*

SIGNED as a DEED by)

DANKAR DEVELOPMENTS)

LIMITED)

in the presence of:)

Witness signature:

Witness name:

(BLOCK CAPITALS)

Witness address:

Occupation

SIGNED as a DEED by)

KD LAND LIMITED)

in the presence of:)

Witness signature:

Witness name:

(BLOCK CAPITALS)

James Edwards Academy Limited