

MR01

Particulars of a charge

181527 | 13



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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

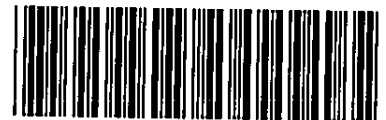
☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **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.companieshouse.gov.uk

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

You **must** enclose a certified copy of the instrument with this form. The copy must be scanned and placed on the public record.



A05

A2LPTD96

23/11/2013

#68

COMPANIES HOUSE

SATURDAY

1 Company details

Company number 4 6 8 0 2 4

Company name in full Travis Perkins (Properties) Limited

6 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 d1 d3 m1 m1 y2 y0 y1 y3

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 Omega Warrington Limited

Name

Name

Name

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

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

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Particulars of a charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

5

Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Particulars of a charge

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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

Carl

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **ROBICG/327186-17**

Company name
Addleshaw Goddard LLP

Address
100 Barbirolli Square

Manchester

Post town

County/Region

Postcode

M	2		3	A	B	
---	---	--	---	---	---	--

Country

DX **14301 Manchester**

Telephone **0161 934 6000**



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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 468024

Charge code: 0046 8024 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th November 2013 and created by TRAVIS PERKINS (PROPERTIES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd November 2013.

Dx

Given at Companies House, Cardiff on 29th November 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 13th November 2013

(1) TRAVIS PERKINS (PROPERTIES)
LIMITED

(2) OMEGA WARRINGTON LIMITED

CHARGE OVER DEPOSIT

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE ORIGINAL

Addleshaw Goddard LLP
DATE 22 November 2013
ADDLESHAW GODDARD LLP

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THIS DEED is made on

13th November

2013

BETWEEN

- (1) **TRAVIS PERKINS (PROPERTIES) LIMITED** (company registration number 468024) whose registered office is at Lodge Way House, Lodge Way, Harlestone Road, Northampton, NN5 7UG (the "Chargor"), and
- (2) **OMEGA WARRINGTON LIMITED** (company registration number 04263502) whose registered office is c/o Miller, 33 Bruton Street, London (the "Chargee")

BACKGROUND

- (A) The Chargor enters into this Deed in connection with the Agreement, as security for the payment of the Secured Liabilities
- (B) It is intended that this Deed takes effect as a deed notwithstanding the fact that a party may execute it under hand

IT IS AGREED that:

1. Interpretation

Definitions

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

"Act" the Law of Property Act 1925,

"Agreement" the Funding Agreement relating to the development of Plot 1(c) Omega North, Warrington entered into between (1) the Chargor (2) the Chargee dated 24 April 2013

"Chargee's Solicitors" Addleshaw Goddard of 100 Barbirolli Square, Manchester M2 3AB or such other firm of solicitors as the Chargee may appoint from time to time and notify in writing to the Chargor,

"Chargor's Solicitors" Herbert Smith Freehills LLP Exchange House Prime
Brook Street des Roches LLP, 25 Milton Park, Abingdon, Street London
Oxfordshire, OX1 4SH or such other firm of solicitors as the Chargor may appoint from time to time and notify in writing to the Chargee;

EC2A 2EG

"Deposit" all sums of money:

- (a) deposited or paid by the Chargor now or at any time after the date of this Deed to the credit of the account number [REDACTED] with the Santander (sort code [REDACTED]) ("the Account Bank") designated [REDACTED] ("the Account") in the name of the Chargor and/or (where the context permits) any additional and/or substitute accounts in future opened with the Account Bank for the deposit or holding of all or part of the money or interest subject to this security; [NB: Account to be created before charge is entered into and details completed accordingly]
- (b) representing the renewal or replacement of or for any sums deposited or paid or held as set out in clause (a); and

☒ Travis Perkins (Properties) Ltd Project Account

- (c) all interest from time to time accruing on the sums described in clauses (a) and (b) and the debts represented by them;

"Secured Assets" means all of the assets and undertaking of the Chargor the subject of any security created by, under or supplemental to, this Deed in favour of the Chargee being limited to an amount equal to the Deposit from time to time

"Secured Liabilities": the obligations owed now or in the future by the Chargor to the Chargee arising under clause 10.5 of the Agreement together with all costs, charges, fees, expenses or other sums due by the Chargor to the Chargee under this deed,

"Working Day" any day on which clearing banks in the City of London are open during banking hours (or would be but for a strike lock-out or other stoppage affecting particular banks or banks generally)

Construction

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1.2.1 In this Deed, unless the contrary intention appears, a reference to

- (a) an **"authorisation"** includes an authorisation, consent, approval, resolution, licence, exemption, filing, registration and notarisation,

"including" shall not be construed as limiting the words preceding it;

a **"regulation"** includes any regulation, rule, order or official directive (whether or not having the force of law but if not, one which is customarily complied with) of any governmental body, agency, department or regulatory or self-regulatory authority;

"set-off" shall be deemed to include analogous rights and claims in other jurisdictions,

- (b) a provision of a law is a reference to that provision as amended or re-enacted from time to time;

- (c) a clause, schedule or a paragraph is, unless otherwise specified, a reference to a clause, paragraph or a Schedule of this Deed and references to this Deed include its Schedules;

- (d) reference to a document is a reference to the document as amended, novated or supplemented from time to time;

- (e) words importing the singular shall include the plural and vice versa;

- (f) a party or other person includes such party's or person's permitted successors, assigns, transferees or substitutes; and

- (g) if any party to this Deed is more than one person all covenants and obligations on the part of that party shall be construed as joint and several.

1.2.2 The index to and the headings in this Deed are for convenience only and are to be ignored in construing this Deed.

1.2.3 References to a person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state whether or not a separate legal entity.

1.2.4 References to the masculine gender shall include the feminine and neuter genders and vice versa

2. Covenant to Pay

2.1 The Chargor hereby covenants to pay or discharge the Secured Liabilities as and when they fall due in accordance with the terms of the Agreement

3. Charge and Assignment

3.1 The Chargor with full title guarantee charges the Deposit and all its right, title and interest in the Deposit to the Chargee by way of first fixed charge and as a continuing security for the payment and discharge of the Secured Liabilities

3.2 The parties agree any withdrawals from the Account shall require two signatories one appointed by the Chargor and the other appointed by the Chargee and the bank mandate for the Account shall be completed accordingly. Following enforcement of this Charge the Chargee may serve notice on the Account Bank in accordance with clause 5.2 that the Account Bank should thereafter act in accordance with the instructions of the Chargee (or any receiver that may have been appointed by the Chargee) alone.

3.3 To give effect to clause 5.1 of this Deed, the Chargor assigns with full title guarantee to the Chargee as a continuing security for the payment and discharge of the Secured Liabilities its right to require the Account Bank to.

3.3.1 repay to the Chargor such part of the Deposit as is necessary to satisfy the outstanding Secured Liabilities, and

3.3.2 to pay to the Chargor interest on it at the applicable rate.

3.4 The Chargor shall not at any time without the prior written consent of the Chargee withdraw the Deposit or sell, assign, mortgage, charge or otherwise encumber, dispose of or deal with or grant or permit third party rights to arise over or against the Deposit or any part of it, or attempt or agree to do so, **PROVIDED THAT** such consent shall not be withheld where the Chargor withdraws all or part of the Deposit for the purpose of paying all or part of the Secured Liabilities; or

3.5 The Chargor shall not at any time issue any direction or instruction to the Account Bank other than in accordance with this Deed.

4. Deposit of title documents

4.1 The Chargor shall deposit with the Chargee all documents of title (if any) relating to the Deposit.

4.2 The Chargee shall be entitled to hold and retain the documents of title (if any) during the continuance of this security and will return the same to the Chargor forthwith upon the expiration or earlier termination of this Deed

5. Enforcement

5.1 The security created under this Deed shall become enforceable twenty Working Days after the Chargor fails to pay or discharge any of the Secured Liabilities which have become (or determined to have become, as the case may be) due and payable and which are not paid or discharged on demand in the manner set out in the Agreement and in accordance with the notice requirements in the Agreement.

5.2 When the security created under this Deed becomes enforceable, the Chargee may serve notice on the Account Bank confirming enforcement of the Charge and shall thereafter require the Account Bank to act in accordance with the instructions of the Chargee (or any receiver that may have been appointed by the Chargee) only and no longer on the joint instructions of the Chargor and the Chargee

5.3 When the security created under this Deed has become enforceable the Chargee may apply the Deposit to satisfy the outstanding Secured Liabilities as and when they fall due for payment and the Chargee shall not be under any obligation to serve any notice requiring payment of the Deposit or Secured Liabilities on the Chargor and may apply the Deposit immediately in satisfaction of the Secured Liabilities and shall have sole signing rights in respect of the Deposit held at the Account Bank.

5.4 The Chargee shall not be liable for any loss suffered by the Chargor as a result of the right and proper exercise of the rights of the Chargee under this Deed, including (without limitation) any loss of interest caused by the termination of the Deposit before maturity

5.5 Acts of enforcement

The Chargee may, at its absolute discretion, at any time after the security created by or under this Deed is enforceable:

5.5.1 enforce all or any part of the security created by or under this Deed in any manner it sees fit,

5.5.2 exercise its rights and powers conferred upon mortgagees by the Law of Property Act 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets,

5.5.3 appoint a Receiver to all or any part of the Secured Assets, or

5.5.4 exercise its power of sale in relation to the Secured Assets under section 101 of the Law of Property Act 1925 (as amended by this Deed).

5.6 Right of appropriation

To the extent that the Security created by this Deed constitutes a "security financial collateral arrangement" and the Secured Assets constitute "financial collateral" for the purpose of the Financial Collateral Arrangements (No 2) Regulations 2003 (Regulations), the Chargee shall have the right on giving prior notice to the Chargor, at any time after the Security created by or under this Deed becomes enforceable, to appropriate all or any part of those Secured Assets in or towards discharge of the Secured Obligations. The parties agree that the value of the appropriated Assets shall be, in the case of cash, the amount of cash appropriated. For the purpose of Regulation 18(1) of the Regulations, the Chargor agrees that the method of valuation provided for in this clause constitutes a valuation "in a commercially reasonable manner"

5.7 Statutory powers – general

- 5.7.1 For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed but may not be exercised until the security becomes enforceable.
- 5.7.2 Section 103 of the Law of Property Act 1925 do not apply to the Security constituted by or under this Deed
- 5.7.3 Each Receiver and the Chargee is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees and Receivers.

6. Receiver

6.1 Appointment of Receiver

6.1.1

- (a) At any time after any Security created by or under this Deed is enforceable, the Chargee may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 5.5.3 (Acts of enforcement).
- (b) At any time, if so requested in writing by the Chargor, without further notice, the Chargee may appoint a Receiver to all or any part of the Secured Assets as if the Chargee had become entitled under the Law of Property Act 1925 to exercise the power of sale conferred under the Law of Property Act 1925.

6.1.2 Any Receiver appointed under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall the Chargee be in any way responsible for any misconduct, negligence or default of the Receiver

6.1.3 Where the Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 to the Insolvency Act 1986:

- (a) obtaining a moratorium, or
- (b) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 to the Insolvency Act 1986,

shall not be grounds for appointment of a Receiver.

6.2 Removal

The Chargee may by written notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

6.3 Powers of Receiver

6.3.1 General

- (a) In addition to those conferred by the Law of Property Act 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 6.3.
- (b) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the Insolvency Act 1986 individually and to the exclusion of any other Receivers.
- (c) A Receiver may, in the name of the Chargor:
 - (i) do all other acts and things which he may consider expedient for realising any Secured Asset, and
 - (ii) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner.

6.3.2 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of the Chargor in relation to any Secured Asset as he considers expedient.

6.3.3 Possession

A Receiver may take immediate possession of, get in and collect any Secured Asset.

6.3.4 Receipts

A Receiver may give valid receipts for all moneys and execute all assurances and things which may be expedient for realising any Secured Asset.

6.3.5 Deal with Secured Assets

A Receiver may, without restriction sell or vary the terms of or otherwise dispose of or deal with, all or any part of the Secured Assets without being responsible for loss, save where a Receiver has acted negligently or in breach of duty, and any such sale, variation, disposal or dealing may be made on such terms and for such consideration as the Receiver thinks fit.

6.3.6 Security

A Receiver may redeem any prior Security and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver.

6.3.7 Incidental matters

A Receiver may do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here in relation to the Secured Assets or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of the Chargor for all the purposes set out in this clause 6 3.

6 4 Remuneration

The Chargee (acting reasonably) may from time to time fix the remuneration of any Receiver appointed by it

7. Chargor's Obligations

7 1 Any payments on account of any of the Secured Liabilities permitted by the Chargee shall not be deemed to be a release of this security over any other money or interest at any time afterwards forming part of the Deposit.

7 2 It is expressly agreed that the terms of this security shall override the terms of the Account Bank

8. Further assurance

8.1 The Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require) in favour of the Chargee or its nominee(s).

8.1.1 to create, perfect, protect and maintain the security over the Secured Assets created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Chargee provided by or pursuant to this Deed or by law in accordance with the terms of this Deed,

8.1 2 (if this Deed is enforceable) to facilitate the realisation of the Secured Assets which are, or are intended to be, the subject of the security created by or under this Deed.

8.2 The Chargor shall take all such reasonable action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Chargee by or pursuant to this Deed.

9. Representations and Warranties

9.1 The Chargor represents and warrants to the Chargee in accordance with this clause 9

9.2 The representations and warranties set out in Schedule 1 are made on the date of this Deed and are deemed to be repeated by the Chargor on each day upon which the security created under this Deed shall become enforceable in accordance with clause 5 1.

10. Chargor's Obligations

10.1 Duration of obligations

During the continuance of this security the Chargor shall comply with the undertakings set out in Part I of Schedule 2

10.2 Protection of the Deposits

10.2.1 Any payments on account of any of the Secured Liabilities permitted by the Chargee shall not be deemed to be a release of this security over any other money or interest at any time afterwards forming part of the Deposit

10.2.2 It is expressly agreed that the terms of this security shall override the terms of the Account Bank.

11. Discharge

11.1 Any release, discharge or settlement between the Chargor and the Chargee shall be conditional upon no security, disposition or payment to the Chargee by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any other reason whatsoever. If such condition shall not be fulfilled the Chargee shall be entitled to enforce the charge created under this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

11.2 The security created by this Deed shall be released by each of the Chargor and the Chargee and shall be of no further effect on the later of payment of the Residual Land Price by the Chargor to the Chargee pursuant to the Agreement (whether directly or by release of an amount equivalent to the Residual Land Price from the Escrow Account) and the date of Practical Completion or on the operation of clause 17.6 of the Agreement.

11.3 Chargor and the Chargee undertake to each other that on the operation of clause 11.2 each of them will take all necessary steps in connection with this Deed to ensure the prompt release of the Deposit, or any remaining balance thereof, to the party entitled to receive it and then to effect the closure of the Account at the Account Bank.

12. Other Security; Continuing Security

12.1 The security created by this Deed is in addition to any other security, guarantees, indemnities or rights of set-off ("Other Security") which the Chargee may now or from time to time hold or take from the Chargor. The Chargee shall not be obliged to resort to such Other Security before enforcing this Deed.

12.2 Subject to clause 11, the security constituted by this Deed is continuing and will extend to the ultimate balance of all the Secured Liabilities, regardless of any intermediate payment or discharge of the Secured Liabilities in part.

13. Non Merger and Independence

13.1 Nothing contained in this Deed shall operate so as to merge or otherwise prejudice or affect any other security or contractual or other right which the Chargee may at any time have for any liability owing by the Chargor to the Chargee.

13.2 Any receipt, release or discharge of the security provided by or of any liability arising under this Deed shall not release or discharge the Chargor from any other liability to the Chargee which may exist independently of this Deed.

13.3 Where the security given under this Deed initially takes effect as a collateral or further security, then despite any receipt, release or discharge endorsed on or given in respect of or under the other principal security, the security created by this Deed shall be an independent security for the Secured Liabilities.

14. Notice

14.1 Any notice approval authority or consent to be given by the Chargee under this Deed shall be valid and effectual only if in writing and signed by a duly authorised officer of the Chargee (notified in writing by the Chargee to the Chargor for the purpose) and any such notice approval authority or consent and any request or communication shall be deemed to have been validly served by the Chargee on the Chargor if sent through the post by prepaid first class letter addressed to the Chargor at its registered office and shall be deemed to be served on the second Working Day after being put in the post properly so addressed

14.2 Except as otherwise provided in this Deed, any notice to be given by the Chargor shall be valid and effectual only if in writing and signed by a duly authorised officer of the Chargor (notified in writing by the Chargor to the Chargee for the purpose) and any such notice approval authority or consent and any request or communication shall be deemed to have been validly served by the Chargor on the Chargee if sent through the post by prepaid first class letter addressed to the Chargee at its registered office and shall be deemed to be served on the second Working Day after being put in the post properly so addressed

14.3 Service of legal proceedings in the manner described above shall be deemed to constitute good service.

15. Severability; Waivers

15.1 Each provision in this Deed shall be severable and distinct from one another. If at any time any one or more of such provisions is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions shall not in any way be affected or impaired

15.2 No failure or delay by the Chargee in exercising any right or remedy shall operate as a waiver, nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy

16. Third Party Rights

Nothing in this Deed is intended to confer on any person any right to enforce any term of this Lease which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999

17. Governing Law and Jurisdiction

17.1 This Deed and any dispute or claim arising out of or in connection with it (whether contractual or non-contractual in nature) shall be governed by and construed in accordance with the law of England and Wales

17.2 All disputes or claims arising out of relating to or in connection with this Deed shall be subject to the non-exclusive jurisdiction of the courts of England to which the parties irrevocably submit

IN WITNESS whereof this Deed has been executed and delivered as a deed by the Chargor and the Chargee on the date first specified above.

Schedule 1

Representations and warranties (clause 9)

- 1 The Chargor has all necessary powers and authority to enter into, deliver and perform its obligations under this Deed.
2. All necessary corporate action to enable the Chargor to create this Deed has been taken and its signatories have been duly authorised and are entitled to execute this Deed.
- 3 The Chargor's execution and performance of this Deed does not contravene any law or regulation, will not conflict with its constitutional documents, and will not contravene any agreement or document to which it is a party
- 4 The Chargor is the legal owner of the Deposit The Deposit is free of any third party rights and claims, charge or encumbrance of any kind (other than the security created under this Deed)
- 5 The Chargor has obtained all necessary authorisations and consents to entitle it to execute and perform this Deed, and it will keep them in full force and effect at all times during the continuance of this security

Schedule 2

Part I

Chargor's Obligations (clause 8)

1. Immediately after its execution of this Deed, the Chargor will deliver to the Account Bank a notice in the form of Part II to this Schedule and procure that the Account Bank executes and delivers to the Chargee an acknowledgement in the form of Part III to this Schedule **[NB: This will need to be procured as part of the account opening process and be provided pursuant to the terms of the Agreement for Lease]**
2. Inform the Chargee immediately after it becomes aware of any claim or notice relating to the Deposit received from any other party and of all matters relevant to such claim

Part II

Part A Form of Notice

To. [] Bank plc
[Address]

Date:

TRAVIS PERKINS (PROPERTIES) 468024
WE, ~~BRAKE BROS~~ LIMITED (company number 02033546) (the "Chargor"), HEREBY GIVE YOU
NOTICE that by a charge (the "Charge") dated 201[] made between us and
OMEGA WARRINGTON LIMITED (company number 04263502) whose registered office is c/o
Miller 33 Bruton Street, London (the "Chargee") (a copy of which is attached), we charged to the
Chargee by way of first fixed charge with full title guarantee and, as a continuing security for the payment
of all moneys and the discharge of all obligations and liabilities covenanted to be paid or discharged
pursuant to the Charge, all sums from time to time standing to the credit of our Account No
[]; Sort Code [] (designated []) with you (the "Deposit")
[NB: Details to be completed.]

We hereby irrevocably authorise and instruct you not to deal with the Deposit except in accordance with
the joint instructions of ourselves and the Chargee or, following receipt by you of a notice from the
Chargee confirming enforcement of the Charge by the Chargee, you will then act solely in accordance
with the instructions of the Chargee or any receiver(s) appointed pursuant to the Charge and to pay the
Deposit to the Chargee on its request (whose receipt shall be a full and sufficient discharge to you for
such payment).

Dated 201[]

For and on behalf of
TRAVIS PERKINS (PROPERTIES) LIMITED

.....
Director

Part III

Part B Form of Acknowledgement

To OMEGA WARRINGTON LIMITED

cc: TRAVIS PERKINS (PROPERTIES) LIMITED

Date:

We hereby acknowledge receipt of a Notice of which the attached is a duplicate We confirm:

- (i) that we have not received notice of any other charge, assignment or encumbrance over the Deposit,
- (ii) we will deal with the Deposit in accordance with the instruction contained in the Notice, and
- (iii) we will not exercise any right of combination of accounts, set-off, netting or lien over the Deposit save in respect of our usual banking charges and fees

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

For and on behalf of **[BANK]** plc

.....
Authorised Signatory

