



Registration of a Charge

Company name: **KEEPMOAT HOMES LIMITED**

Company number: **02207338**



X89Q2C5L

Received for Electronic Filing: **15/07/2019**

Details of Charge

Date of creation: **04/07/2019**

Charge code: **0220 7338 0170**

Persons entitled: **GREATER MANCHESTER COMBINED AUTHORITY**

Brief description: **LEASEHOLD LAND AND BUILDINGS AT CHARLESTOWN, RIVERSIDE,
SALFORD (TITLE NUMBER: MAN279162)**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

SHOOSMITHS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2207338

Charge code: 0220 7338 0170

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th July 2019 and created by KEEPMOAT HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th July 2019 .

Given at Companies House, Cardiff on 16th July 2019

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



Companies House



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

EXECUTION VERSION

DATED 4 July 2019

(1) KEEPMOAT HOMES LIMITED

and

(2) GREATER MANCHESTER COMBINED AUTHORITY

SECURITY AGREEMENT

SHOOSMITHS

The XYZ Building
2 Hardman Boulevard
Spinningfields
Manchester
M3 3AZ
Ref: TJM/AFC/ M-00808215

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THIS DEED is dated

4 July

2019 and is made

BETWEEN:

- (1) **KEEPMOAT HOMES LIMITED**, a company incorporated in England and Wales (Registered number 02207338) whose registered office is at Keepmoat The Waterfront, Lakeside Boulevard, Doncaster, DN4 5PL (the "**Chargor**"); and
- (2) **GREATER MANCHESTER COMBINED AUTHORITY** (the "**Lender**").

BACKGROUND:

- (A) The Chargor enters into this Deed in connection with the Facility Agreement (as defined below), Transfer Agreement (as defined below) and Assignment Deed (as defined below).
- (B) Under the Transfer Agreement, The Council of the City of Manchester assigned to the Lender all of its rights in respect of certain loan facilities and credit documents and related assets and rights and the Lender acquired those facilities, assets and rights and assumed the obligations of The Council of the City of Manchester in respect of those facilities, assets and rights on the terms set out in the Transfer Agreement.
- (C) Under the Assignment Deed, The Council of the City of Manchester assigned to the Lender all of its rights in respect of the Facility Agreement and the Specified Loan Assets.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"**Account Bank**" means a person with whom the Chargor maintains an account.

"**Agreement for Sale**" has the meaning given to such term in the Facility Agreement.

"**Assignment Deed**" means the assignment and assumption deed dated on or around the date of this Deed between (1) The Council of the City of Manchester and (2) the Lender in relating to the Facility Agreement and the Specified Loan Assets.

"**Authorisation**" has the meaning given to such term in the Facility Agreement.

"**Designated Account**" means:

- (a) the accounts (if any) specified in Schedule 1 (*Specified Assets*) or the schedule to any Supplemental Security Agreement; and
- (b) any account from time to time substituted for or additional to any such account (including in each case such account as redesignated and/or renumbered from time to time).

"**Designated Contract**" means the contracts (if any) specified in Schedule 1 (*Specified Assets*) or the schedule to any Supplemental Security Agreement.

"Event of Default" has the meaning given to such term in the Facility Agreement.

"Existing Security Agreement" means the security agreement dated 18 July 2018 between the Chargor and The Council of the City of Manchester (as assigned on or around the date of this Deed to the Lender pursuant to the terms of the Assignment Deed).

"Facility Agreement" means the facility agreement dated 18 July 2018 between the Chargor and The Council of the City of Manchester (as assigned on or around the date of this Deed to the Lender pursuant to the terms of the Assignment Deed).

"Finance Documents" has the meaning given to such term in the Facility Agreement.

"Headlease" means a lease under which the Chargor holds title to all or any part of a Mortgaged Property.

"Insurance Rights" has the meaning given to it in Clause 2.3 (*Insurances*).

"LPA 1925" means the Law of Property Act 1925.

"Mortgaged Property" means all freehold or leasehold property included in the definition of Security Asset.

"Party" means a party to this Deed.

"Receiver" means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

"Specified Loan Assets" has the meaning given to it in the Assignment Deed.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to the Lender (in any capacity) under the Finance Documents, whatever their nature or basis, in any currency or currencies, and however they are described, together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its rights under the any document evidencing or securing any such liabilities.

"Security Asset" means all of the assets of the Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed.

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Lender has no further commitment, obligation or liability to any Obligor.

"Transfer Agreement" means the transfer agreement dated 13 March 2019 between (1) The Council of the City of Manchester and (2) the Lender.

1.2 Construction

1.2.1 Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.

1.2.2 The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.

1.2.3 Unless a contrary indication appears, a reference in this Deed to:

- a) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended or restated;
- b) "**costs**" includes all costs, fees, charges and expenses of any nature and includes any Tax charged on any of them;
- c) any "**rights**" in respect of an asset includes:
 - i all amounts and proceeds paid or payable;
 - ii all rights to make any demand or claim; and
 - iii all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;
- d) any "**share**", "**stock**", "**Security Agreement**", "**bond**" or "**other security**" or "**investment**" includes:
 - i any dividend, interest or other distribution paid or payable;
 - ii any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,in each case in respect of that share, stock, Security Agreement, bond or other security or investment; and
- e) "**disposal**" includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and "**dispose**" will be construed accordingly.

- 1.3 Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- 1.4 The terms of the other Finance Documents and of any other agreement or instrument between the Chargor and any Secured Party in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- 1.5 If the Lender considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.6 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- 1.7 In the event of a conflict between the terms of this Deed and the terms of the Facility Agreement, the terms of the Facility Agreement will prevail and compliance with the

corresponding provision of the Facility Agreement shall be deemed to be compliance with the relevant provision of this Deed.

1.8 Third party rights

- 1.8.1 Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Deed.
- 1.8.2 Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- 1.8.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 1.8.2 above and the provisions of the Third Parties Act.

2 CREATION OF SECURITY

2.1 General

- 2.1.1 The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- 2.1.2 All the security created under this Deed:
 - a) is created in favour of the Lender;
 - b) is security for the payment of all the Secured Liabilities; and
 - c) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 Real property

- 2.2.1 The Chargor charges:
 - a) by way of a first legal mortgage; the real property specified in Schedule 1 (*Specified Assets*); and
 - b) (to the extent that they are not the subject of a mortgage under paragraph a) above) by way of a first fixed charge, the real property specified in Schedule 1 (*Specified Assets*);
- 2.2.2 A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:
 - a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Insurances

2.3.1 The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest in relation to the Property or the Development (together, the "**Insurance Rights**").

2.3.2 To the extent that they have not been effectively assigned under Clause 2.3.1 above, the Chargor charges by way of a first fixed charge all of its Insurance Rights.

2.4 Other contracts

2.4.1 The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under each Designated Contract and under any Occupational Lease.

2.4.2 To the extent that they have not been effectively assigned under Clause 2.4.1 above, the Chargor charges by way of a first fixed charge all of its rights listed under Clause 2.4.1 above.

2.5 Other assets

The Chargor charges by way of first fixed charge:

2.5.1 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset; and

2.5.2 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in Clause 2.5.1 above;

3 NEGATIVE PLEDGE AND DISPOSAL RESTRICTION

3.1 Security

Except as expressly allowed under the Facility Agreement or this Deed the Chargor must not create or permit to subsist any Security on any Security Asset other than in favour of the Lender or under or pursuant to the Existing Security Agreement.

3.2 Disposals

Except as expressly allowed under the Facility Agreement, this Deed or the Existing Security Agreement, the Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset other than as permitted under the Facility Agreement.

4 PERFECTION OF SECURITY

4.1 Real Property

4.1.1 Land Registry

- a) The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor

for the time being of the charge dated [●] in favour of [●] referred to in the charges register or their conveyancer. (Standard Form P)".

- b) The Chargor consents to an application being made to the Chief Land Registrar to enter a note on the Register of Title relating to any Mortgaged Property registered at the Land Registry that there is an obligation to make further advances on the security of this Deed.

4.1.2 Deposit of title deeds

If the Lender so requests in writing, the Chargor must:

- a) deposit with the Lender all deeds and documents necessary to show good and marketable title to any Mortgaged Property (the "**Title Documents**");
- b) procure that the Title Documents are held at the applicable Land Registry to the order of the Lender; or
- c) procure that the Title Documents are held to the order of the Lender by a firm of solicitors approved by the Lender for that purpose.

4.2 Insurances

4.2.1 Notice

The Chargor must:

- a) immediately on the date of this Deed, and promptly upon effecting any Insurance, serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (*Forms of Letter for Insurers*), on each counterparty to an Insurance; and
- b) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Insurers*).

4.2.2 Deposit of contracts and policies

The Chargor must immediately deposit with the Lender all contracts and policies of insurance which it is entitled to possess in relation to the Insurance Rights.

4.3 Other contracts

The Chargor must, at the written request of the Lender:

- 4.3.1 immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Other Contracts*), on each counterparty to a contract listed in Clause 2.4 (*Other contracts*); and
- 4.3.2 use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Other Contracts*).

5 REPRESENTATIONS

5.1 General

The Chargor makes the representations and warranties set out in this Clause 5 to the Lender on the date of this Deed and on each day during the Security Period by reference to the facts and circumstances then existing.

5.2 Binding obligations

Subject to the Legal Reservations (as defined in the Facility Agreement):

5.2.1 the obligations expressed to be assumed by it in this Deed are (and, at all relevant times, have been) legal, valid, binding and enforceable obligations; and

5.2.2 this Deed creates the Security which it purports to create and that Security is valid and effective.

5.3 Legal and beneficial ownership

It is the sole legal and beneficial owner of the Security Assets free from Security (other than those created by or pursuant to this Deed or permitted pursuant to the Facility Agreement).

6 GENERAL UNDERTAKINGS

The undertakings in this Clause 6 remain in force throughout the Security Period.

6.1 Information

The Chargor must promptly supply to the Lender such information as the Lender may reasonably require about the Security Assets and the Chargor's compliance with the terms of this Deed.

6.2 Plant and Machinery

The Chargor must:

6.2.1 immediately on request by the Lender, affix to any plant and machinery subject to this Deed a durable notice of this Deed in such form and location as the Lender may require. The Chargor must not, and must not permit any person to, conceal, obscure, alter or remove any such notice;

6.2.2 not make any material alterations or additions to any plant and machinery on each Mortgaged Property which are reasonably likely to depreciate, jeopardise or prejudice their value or marketability; and

6.2.3 not except with the prior written consent of the Lender remove any plant and machinery from the Mortgaged Property except for the purpose of maintenance pursuant to the terms of this Deed;

6.3 Designated Contracts

The Chargor must:

6.3.1 duly perform its obligations under each Designated Contract, notify the Lender of any material default which is continuing by it or any other party under any Designated Contract and not take any action which would reduce or impede recoveries in respect of any Designated Contract;

- 6.3.2 not, without the prior written consent of the Lender, amend or waive any term of, terminate or release any other party from its obligations under any Designated Contract;
- 6.3.3 diligently pursue its rights under each Designated Contract (unless the Lender agrees otherwise in writing); and
- 6.3.4 provide to the Lender, as soon as practicable upon receipt, copies of all material notices which it may from time to time receive from any other party to any Designated Contract.

6.4 Preservation of assets

The Chargor must not do, cause or permit to be done or omit to do anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value of any of the Security Assets.

6.5 Ranking of security

The Chargor must ensure that at all times any unsecured and unsubordinated claims of the Lender against it under this Deed rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by laws of general application to companies.

6.6 Access

The Chargor must permit the Lender, its employees, agents, representatives, professional advisers, agents and contractors free access at all reasonable times and on reasonable notice (at the risk and cost of the Borrower) to the premises, assets, books, accounts and records of the Borrower and to meet and discuss any matters with the directors or other officers of the Borrower or the Shareholder, subject to compliance with all health and safety requirements.

7 PROPERTY UNDERTAKINGS

The undertakings in this Clause 7 remain in force throughout the Security Period.

7.1 Title

- 7.1.1 The Chargor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Mortgaged Property.
- 7.1.2 The Chargor may not agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Mortgaged Property.
- 7.1.3 The Chargor must promptly take all such steps as may be necessary to enable the Security created by this Deed to be registered, where appropriate, at the applicable Land Registry.

7.2 Occupational Leases

The Chargor will not grant any Occupational Lease or otherwise part with or share possession of the Property except for the purposes of a Permitted Unit Sale.

7.3 Headleases

7.3.1 The Chargor must:

- a) exercise its rights and comply with its obligations under any Headlease;
- b) use its reasonable endeavours to ensure that each landlord complies with its obligations under any Headlease; and
- c) if so required by the Lender, apply for relief against forfeiture of any Headlease,

in a proper and timely manner.

7.3.2 The Chargor may not:

- a) agree to any amendment, supplement, waiver, surrender or release of any Headlease;
- b) exercise any right to break, determine or extend any Headlease;
- c) agree to any rent review in respect of any Headlease; or
- d) do or allow to be done any act as a result of which any Headlease may become liable to forfeiture or otherwise be terminated.

7.4 Development

The Chargor must comply in all respects with all planning laws, permissions, agreements and conditions to which any Mortgaged Property may be subject.

8 WHEN SECURITY BECOMES ENFORCEABLE

8.1 Event of Default

The Security created by this Deed will become immediately enforceable if an Event of Default occurs and is continuing.

8.2 Discretion

After any Security created by this Deed has become enforceable, the Lender may enforce all or any part of any Security created by this Deed in any manner it sees fit.

8.3 Statutory powers

The power of sale and other powers conferred by section 101 of the LPA 1925, as amended by this Deed, will be immediately exercisable at any time after any Security created by this Deed has become enforceable.

8.4 Investigations

Following the occurrence of an Event of Default, the Lender may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of the Chargor which it considers necessary to ascertain the financial position of the Chargor. All fees and expenses incurred by the Lender in connection with such investigations shall be payable by the Chargor and the Chargor consents to the provision by the Lender of all

information in relation to the Chargor which the Lender provides to any person in relation to the preparation of any such report.

8.5 Power to remedy

If at any time the Chargor does not comply with any of its obligations under this Deed, the Lender may (but shall not be obliged to) rectify such default and the Chargor irrevocably authorises the Lender, its employees and agents, at the Chargor's expense, to do all such things as are necessary to rectify such default.

9 ENFORCEMENT OF SECURITY

9.1 General

9.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

9.1.2 Section 103 of the LPA 1925 (restricting the power of sale) and section 93 of the LPA 1925 (restricting the right of consolidation) do not apply to any Security created by this Deed.

9.1.3 The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with any provision of section 99 or section 100 of the LPA 1925.

9.2 No liability as mortgagee in possession

Neither the Lender nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

9.3 Privileges

The Lender and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers duly appointed under the LPA 1925, except that section 103 of the LPA 1925 does not apply.

9.4 Protection of third parties

No person (including a purchaser) dealing with the Lender or a Receiver or its or his/her agents will be concerned to enquire:

9.4.1 whether the Secured Liabilities have become payable;

9.4.2 whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

9.4.3 whether any money remains due under the Finance Documents; or

9.4.4 how any money paid to the Lender or to that Receiver is to be applied.

9.5 Redemption of prior mortgages

9.5.1 At any time after any Security created by this Deed has become enforceable, the Lender may:

- a) redeem any prior Security against any Security Asset; and/or
- b) procure the transfer of that Security to itself; and/or
- c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

9.5.2 The Chargor must pay to the Lender, immediately on demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

9.6 Contingencies

If any Security created by this Deed is enforced at a time when no amount is due under the Finance Documents (or the proceeds of any recoveries exceed the amount then due under the Finance Documents) at a time when amounts may or will become due, the Lender (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

9.7 Financial collateral

9.7.1 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Lender will have the right after any Security created by this Deed has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

9.7.2 Where any financial collateral is appropriated:

- a) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- b) in any other case, its value will be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and the Lender will give credit for the proportion of the value of the financial collateral appropriated to its use.

10 RECEIVER

10.1 Appointment of Receiver

10.1.1 Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

- a) any Security created by this Deed has become enforceable; or
- b) the Chargor so requests to the Lender at any time.

- 10.1.2 Any appointment under paragraph 10.1.1 above may be by deed, under seal or in writing under its hand.
- 10.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Deed.
- 10.1.4 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- 10.1.5 The Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Lender is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.
- 10.1.6 The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise.

10.2 Removal

The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) 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.

10.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the LPA 1925 will not apply.

10.4 Agent of the Chargor

- 10.4.1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the LPA 1925. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- 10.4.2 No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

10.5 Relationship with Lender

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after any Security created by this Deed becomes enforceable be exercised by the Lender in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

11 POWERS OF RECEIVER

11.1 General

- 11.1.1 A Receiver has all of the rights, powers and discretions set out below in this Clause 11 in addition to those conferred on it by any law. This includes:

- a) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
- b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925 and the Insolvency Act 1986.

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

11.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

11.3 Carry on business

A Receiver may carry on any business of the Chargor in any manner he/she thinks fit.

11.4 Employees

11.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

11.4.2 A Receiver may discharge any person appointed by the Chargor.

11.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to any Security created by this Deed or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

11.6 Sale of assets

11.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

11.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

11.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

11.7 Leases

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

11.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

11.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

11.10 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

11.11 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

11.12 Delegation

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

11.13 Lending

A Receiver may lend money or advance credit to any person.

11.14 Protection of assets

A Receiver may:

11.14.1 effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;

11.14.2 commence and/or complete any building operation; and

11.14.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

11.15 Exercise of rights

A Receiver may exercise all powers, rights and/or obligations under any contract or agreement forming part of the Security Assets.

11.16 Other powers

A Receiver may:

11.16.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

11.16.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and

11.16.3 use the name of the Chargor for any of the above purposes.

12 APPLICATION OF PROCEEDS

12.1 Order of application

Subject to Clause 12.3 (*Appropriations*), all amounts from time to time received or recovered by the Lender or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of any Security created by this Deed will be held by the Lender on trust and applied in accordance with the Facility Agreement. This Clause 12:

- a) is subject to the payment of any claims having priority over any Security created by this Deed; and
- b) does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

12.2 Actual receipts

Only money actually paid by the Receiver to the Lender shall be capable of being applied in or towards the satisfaction of the Secured Liabilities and the Chargor shall have no rights in respect of the application by the Lender of any sums received, recovered or realised by the Lender under this Deed.

12.3 Appropriations

Until all amounts which may be or become payable by the Chargor under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may without affecting the liability of the Chargor under this Deed:

- 12.3.1 refrain from applying or enforcing any other monies, Security or rights held or received by the Lender (or any trustee or agent on its behalf) in respect of those amounts; or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- 12.3.2 hold in a suspense account any moneys received from the Chargor or on account of the Chargor's liability under or in connection with this Deed.

12.4 Currency

- 12.4.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities the Lender may convert any moneys received or recovered by it from one currency to another, at a market rate of exchange.
- 12.4.2 The obligations of the Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

13 EXPENSES AND INDEMNITY

13.1 Other costs and expenses

The Chargor must:

13.1.1 immediately on demand pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation; and

13.1.2 keep each Secured Party indemnified against any failure or delay in paying those costs or expenses.

14 DELEGATION

14.1 Power of attorney

The Lender or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

14.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Lender.

14.3 Liability

Neither the Lender nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate save in the case of wilful negligence or fraud.

15 FURTHER ASSURANCES

15.1.1 The Chargor must promptly, at its own expense, take whatever action the Lender or a Receiver may require for:

- a) creating, perfecting or protecting any security over any Security Asset; or
- b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

15.1.2 The action that may be required under paragraph 15.1.1 above includes:

- a) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance in respect of the Secured Assets, whether to the Lender or to its nominees; or
- b) the giving of any notice, order or direction and the making of any filing or registration in respect of the Secured Assets,

which, in any such case, the Lender may consider necessary.

16 POWER OF ATTORNEY

Following an Event of Default whilst that default is continuing, the Chargor, by way of security, and if an Event of Default has occurred and is continuing irrevocably and severally appoints the Lender, each Receiver and any of their respective delegates or sub-delegates to be its

attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Lender or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 16.

17 PRESERVATION OF SECURITY

17.1 Continuing Security

The Security created by this Deed is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

17.2 Tacking

Each Lender must perform its obligations under the Facility Agreement (including any obligation to make available further advances).

17.3 Additional security

17.3.1 This Deed is in addition to and is not in any way prejudiced by any other Security now or subsequently held by the Lender.

17.3.2 No prior Security held by the Lender (in its capacity as such or otherwise) over any Charged Property will merge into the Security created or expressed to be created in favour of the Lender pursuant to this Deed.

17.4 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or the Lender). This includes (without limitation):

17.4.1 any time or waiver granted to, or composition with, any person;

17.4.2 the release of any person under the terms of any composition or arrangement with any creditor;

17.4.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or Security over assets of, any person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

17.4.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;

17.4.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Finance Document or any other document or Security including, without limitation, any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Finance Document or other document or Security;

17.4.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or

17.4.7 any insolvency or similar proceedings.

17.5 Chargor intent

Without prejudice to the generality of Clause 17.4 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created or expressed to be created in favour of the Lender pursuant to this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents.

17.6 Immediate recourse

The Chargor waives any rights it may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of any document to the contrary.

17.7 Deferral of rights

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:

17.7.1 to be indemnified by an Obligor;

17.7.2 to claim any contribution from any other guarantor of any of the Obligors' obligations under the Finance Documents;

17.7.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;

17.7.4 to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under this Deed or otherwise in relation to the Secured Liabilities;

17.7.5 to exercise any right of set-off against any Obligor; and/or

17.7.6 to claim or prove as a creditor of any Obligor in competition with the Lender.

If the Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable the Secured Liabilities and all other amounts which may be or become payable to the Lender by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with this Deed.

17.8 New accounts

- 17.8.1 If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargor.
- 17.8.2 If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- 17.8.3 As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

18 MISCELLANEOUS

18.1 No deductions and tax gross-up

- 18.1.1 All payments to be made by the Chargor under this Deed shall be made in freely available funds and in sterling and shall be calculated and be made without (and free and clear of any deduction for) set-off, counterclaim or deduction on account of Tax.
- 18.1.2 If a Tax deduction is required by law to be made by the Chargor, the amount of the payment due from the Chargor shall be increased to an amount which (after making any Tax deduction) leaves an amount equal to the payment which would have been due if no Tax deduction had been required.

18.2 Perpetuity period

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

18.3 No liability

- 18.3.1 None of the Lender, its delegate(s) nominee(s) or any Receiver or its delegate(s) shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part.
- 18.3.2 The Lender will not be required in any manner to perform or fulfil any obligation of the Chargor, make any payment, make any enquiry as to the nature or sufficiency of any payment received by it or present or file any claim or take any action to collect or enforce the payment of any amount.
- 18.3.3 The Lender shall not be liable either to the Chargor or to any other person by reason of the appointment of a Receiver or delegate or for any other reason.
- 18.3.4 Neither the Lender nor the Receiver or any of their respective delegates will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

18.4 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when:

- 18.4.1 any Security created by this Deed has become enforceable; and

18.4.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

18.5 Notice to Chargor

This Deed constitutes notice in writing to the Chargor of any charge or assignment of a debt owed by the Chargor to any Obligor and contained in any other Security Document.

19 RELEASE

At the end of the Security Period, the Lender (acting reasonably) must, at the request and cost of the Chargor, take whatever action is necessary to release the Security Assets from any Security created by this Deed.

20 SET-OFF

The Lender may set-off any matured obligation due from the Chargor under this Deed against any matured obligation owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

21 PARTIAL INVALIDITY

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

21.2 If any part of the Security created or expressed to be created in favour of the Lender pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of Security created or expressed to be created in favour of the Lender pursuant to this Deed.

22 AMENDMENTS

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

23 NOTICES

Any communication to be made under or in connection with this Deed shall be made in accordance with the provisions of Clause 20 (Communications) of the Facility Agreement.

24 COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

25 GOVERNING LAW

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

26 JURISDICTION

- 26.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- 26.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been signed on behalf of the Lender and **EXECUTED AS A DEED** by the Chargor and is delivered by them on the date specified at the beginning of this Deed.

**SCHEDULE 1
SPECIFIED ASSETS**

REAL PROPERTY

Tenure	Description (address)	Title number
Leasehold	Land and buildings at Charlestown, Riverside, Salford	MAN279162

PLANT AND MACHINERY

Intentionally left blank

CONTRACTS

Each Construction Document (other than the Collateral Warranties, the Specifications and the Relevant Consents)

Each Agreement for Sale

Each Social Housing Sale Agreement

Each collateral warranty granted in favour of the Chargor or in which the Chargor has an interest

**SCHEDULE 2
FORMS OF LETTER FOR INSURERS
PART 1
NOTICE TO INSURER**

To: *[Insurer]*

Copy: Greater Manchester Combined Authority, First Floor, Churchgate House, 56 Peter Street,
Manchester M1 6EU (the "Lender")

[Date]

Dear Sirs,

**Security Agreement dated [●] between Keepmoat Homes Limited
and the Lender (the "Security Agreement")**

- 1 This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption, to the Lender all our rights in respect of *[insert details of contract of insurance including policy number]* (the "Insurance").
- 2 We confirm that:
 - a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
 - b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).
- 3 We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Lender in respect of the Insurance), unless and until you receive notice from the Lender to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Lender or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Lender in respect of the Insurance).
- 4 We irrevocably instruct and authorise you to disclose to the Lender any information relating to the Insurance requested from you by the Lender.
- 5 The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.
- 6 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 7 Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender at First Floor, Churchgate House, 56 Peter Street, Manchester M1 6EU with a copy to us.

Yours faithfully,

.....

(Authorised signatory)
Keepmoat Homes Limited

PART 2
ACKNOWLEDGEMENT OF INSURER

To: Greater Manchester Combined Authority, First Floor, Churchgate House, 56 Peter Street,
Manchester M1 6EU (the "Lender")

Copy: Keepmoat Homes Limited, Keepmoat, The Waterfront, Lakeside Boulevard, Doncaster, DN4
5PL

[Date]

Dear Sirs,

**Security Agreement dated [●] between Keepmoat Homes Limited
and the Lender (the "Security Agreement")**

8 We confirm receipt from Keepmoat Homes Limited (the "Chargor") of a notice dated [●] (the
"Notice") of an assignment on the terms of the Security Agreement of all the Chargor's rights
in respect of [*insert details of the contract of insurance*] (the "Insurance").

9 We confirm that we:

- a) accept the instructions contained in the Notice and agree to comply with the Notice;
and
- b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully,

.....

(Authorised signatory)

[Insurer]

SCHEDULE 4
FORMS OF LETTER FOR OTHER CONTRACTS
PART 1
NOTICE TO COUNTERPARTY

To: [Contract Counterparty]

Copy: Greater Manchester Combined Authority, First Floor, Churchgate House, 56 Peter Street,
Manchester M1 6EU (the "Lender")

[Date]

Dear Sirs,

**Security Agreement dated [●] between Keepmoat Homes Limited
and the Lender (the "Security Agreement")**

- 11 This letter constitutes notice to you that under the Security Agreement we have assigned absolutely, subject to a proviso for re-assignment on redemption to the Lender all our rights in respect of [insert details of contract] (the "Contract").
- 12 We confirm that:
- a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
 - b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.
- 13 We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Lender to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Lender or as it directs.
- 14 We irrevocably instruct and authorise you to disclose to the Lender any information relating to the Contract requested from you by the Lender.
- 15 The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.
- 16 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 17 Please acknowledge receipt of this letter by sending the attached acknowledgement to the Lender at First Floor, Churchgate House, 56 Peter Street, Manchester M1 6EU.

Yours faithfully,

.....
(Authorised signatory)
Keepmoat Homes Limited

PART 2
ACKNOWLEDGEMENT OF COUNTERPARTY

To: Greater Manchester Combined Authority, First Floor, Churchgate House, 56 Peter Street, Manchester M1 6EU (the "Lender")

Copy: Keepmoat Homes Limited, Keepmoat, The Waterfront, Lakeside Boulevard, Doncaster, DN4 5PL

[Date]

Dear Sirs,

**Security Agreement dated [●] between Keepmoat Homes Limited
and the Lender (the "Security Agreement")**

- 18 We confirm receipt from Keepmoat Homes Limited (the "Chargor") of a notice dated [●] (the "Notice") of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of *[insert details of the contract]* (the "Contract").
- 19 We confirm that we:
- a) accept the instructions contained in the Notice and agree to comply with the Notice; and
 - b) will give notices and make payments under the Contract as directed in the Notice.
- 20 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Contract counterparty]

SIGNATORIES

Chargor

EXECUTED as a DEED by)

KEEPMOAT HOMES LIMITED)

acting by a director in the presence of:)

Director

Print name: MARIL PRIEST

Signature of witness

Print name (in BLOCK CAPITALS): DAVID WILSON

Address:

Occupation:

CHARTERED ACCOUNTANT

Lender

The common seal of)

**GREATER MANCHESTER
COMBINED AUTHORITY** was
hereunto affixed in pursuance of an
Order of the said Authority

.....
Authorised signatory

.....
Print name

SIGNATORIES

Chargor

EXECUTED as a DEED by)
KEEPMOAT HOMES LIMITED)
acting by a director in the presence of:) Director
Print name:

Signature of witness

Print name (in BLOCK CAPITALS):

Address:

Occupation:

Lender

The common seal of)
**GREATER MANCHESTER
COMBINED AUTHORITY** was
hereunto affixed in pursuance of an
Order of the said Authority



002611

Authorised signatory

E.J. TREACY

Print name