

MR01

Particulars of a charge



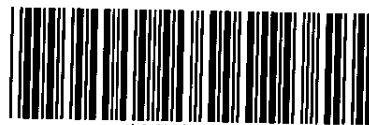
Companies House

225754/23



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

A fee is be payable
Please see 'How to pay'



A09 *A6YS44OG* 31/01/2018 #167
COMPANIES HOUSE

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

☒ **What this form is for**
You may not use this form to
register a charge when the charge is
instrument. Use form MR08.

WEDNESDAY

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

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

1 Company details

Company number

03726292

Company name in full

UNIQUE PUB PROPERTIES LIMITED

For official use
117

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date

22 01 2018

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

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

Name

THE COUNCIL OF THE CITY
OF WAKEFIELD

Name

Name

Name

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

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

MR01
Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

✓ 12 MARKET PLACE, PONTEFRAC,
WF8 1AX REGISTERED UNDER
TITLE NO W4K495491

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

✓ ☐ Yes

☒ No

6

Floating charge

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

✓ ☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

✓ ☒ Yes

☐ No

8

Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

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

9

Signature

Please sign the form here.

Signature

✓ Signature

X B L Liversley X
City Solicitor, The Council of the City
of Wakefield

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

MR01

Particulars of a charge

**Presenter information**

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

Contact name	Noreen Walsh
Company name	WMPC
Address	COUNTY HALL, BOND STREET, WAKEFIELD
Post town	WAKEFIELD
County/Region	W. YORKSHIRE
Postcode	WF1 2QW
Country	ENGLAND
DX	
Telephone	01924 305241

**Certificate**

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

**Checklist**

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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

**Important information**

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

**How to pay**

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

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

**Where to send**

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

For companies registered in England and Wales:

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

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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

**Further information**

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3726292

Charge code: 0372 6292 0117

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd January 2018 and created by UNIQUE PUB PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st January 2018.

P.

Given at Companies House, Cardiff on 2nd February 2018



Companies House



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

I hereby certify
that this is a
true copy of the
original

B L Liversley

Schedule 2
LAND REGISTRY

LAND REGISTRATION ACT 2002

ADMINISTRATIVE AREA : West Yorkshire Wakefield
TITLE NO : WYK495491
PROPERTY : 12 Market Place, Pontefract, WF8 1AX

THIS LEGAL CHARGE is made the 22nd day of January 2018
BETWEEN:

(1) **UNIQUE PUB PROPERTIES LIMITED** of 3 Monkspath Hall Road, Shirley, Solihull, West Midlands, B90 4SJ ("the Owner")

(2) **THE COUNCIL OF THE CITY OF WAKEFIELD** of Town Hall Wood Street Wakefield WF1 2HQ ("the Council")

1. DEFINITIONS

In this deed:

1.1 "the Agreement" means an agreement of even date made between (1) the Council and (2) the Owner

1.2 "the Interest Rate" means the rate of 2 per cent above the base rate for the time being of the Bank of England

1.3 "the Property" means the property comprised in the title above mentioned

1.4 "the Redemption Date" means the date:

1.4.1 of any transfer or disposal of the freehold interest or a leasehold interest of more than 30 years in the Property or any part of it (otherwise than with the previous consent in writing of the Council being obtained in accordance with clause 4.4); or

1.4.2 the Owner fails to comply with any term condition covenant or provision of this deed or the Agreement or fails to perform any of his obligations or liabilities under this deed or the Agreement; whichever date is the earliest

2. COVENANT FOR PAYMENT

The Owner covenants with the Council to pay all monies owed to the Council by virtue of the Agreement on the Redemption Date or if later all monies owed to the Council together with interest at the Interest Rate from the Redemption Date until actual payment in full by the Owner

3. LEGAL CHARGE

The Owner with full title guarantee charges the Property to the Council by way of legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Owner or otherwise secured by this deed

4. OWNER'S FURTHER COVENANTS

The Owner further covenants with the Council as set out below:-

4.1 Repair of Property

4.1.1 The Owner will maintain or ensure the maintenance of the Property in good repair and condition and in a manner consistent with the character and appearance of the Pontefract Market Place Conservation Area

4.1.2 For the purposes of ensuring the provisions of clause 4.1.1 are being complied with the Owner will permit the Council and its representatives at reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the Property

4.1.3 If the Owner fails to maintain the Property in the requisite state of repair and condition the Council and its representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Council considers to be necessary and proper provided that the Council (except in the case of an emergency) have first notified the Owner of the outstanding works and that Owner has failed to deal with these in a reasonable time period as specified by the Council to the Owner to execute the remedial works

4.1.4 The Owner will within 10 working days of receipt of demand repay to the Council all expenses reasonably and properly incurred by the Council in carrying out works permitted by this clause together with interest at the Interest Rate from the date when repayment by the Owner is due until the date on which such monies are paid

4.2 Alterations

The Owner will not without the previous written consent of the Council (and then only to the extent permitted by and in accordance with any conditions attached to the consent) make any structural or material alteration to or pull down or remove any or any part of the Property (such consent not to be unreasonably withheld or delayed)

4.3 Insurance

4.3.1 To keep the Property insured against loss or damage by fire storm flood subsidence and other risks usually covered by a policy of comprehensive insurance in a sum equal to its full value (including sums in respect of any professional fees which may be incurred in or about repair rebuilding or reinstatement) and to pay all premiums necessary for this purpose as and when they become due and on demand in writing to produce to the Council the policy or policies of such insurance and the receipt for each payment

4.3.2 If the Owner fails to perform any of the Owner's obligations under this clause and if the Council takes out any insurance on the Property or any part of it the Owner will on demand repay to the Council all payments made by the Council for that purpose and will pay interest at the Interest Rate from the date of payment until repayment on any money not repaid on demand

4.3.3 Any money received under any policy of insurance effected or maintained by the Owner (whether or not pursuant to the Owner's obligations under this clause 4.3) shall be applied in making good the loss or damage in respect of which it was received

4.4 Leasing and disposal

The Owner must not without the previous consent in writing of the Council (and then only to the extent permitted by and in accordance with any conditions attached to such consent) dispose of the Property or any part of it or any interest in it (and for the avoidance of doubt 'dispose' and 'disposal' shall not include the grant of any lease for a term of 30 years or less, variation of leases, dealing with leases or accepting surrenders of leases)

4.5 Compliance with terms of conveyance etc

4.5.1 The Owner will observe and perform the terms of all conveyances grants assignments contracts and other deeds and documents from time to time affecting the Property and binding on the Owner

4.5.2 The Owner will keep the Council indemnified against all proceedings and claims on account of any breach of those terms

4.5.3 The Owner will on demand repay to the Council all expenses damages and costs incurred by the Council in relation to any such breach together with interest at the Interest Rate from the date when the Council becomes liable for the same until repayment by the Owner on any money not repaid on demand

4.6 Other Obligations

The Owner will as soon as reasonably practicable following completion give notice of this Legal Charge to The Law Debenture Trust Corporation p.l.c as required under and in accordance with the debenture dated 30th March 1999 made between the Owner and The Law Debenture Trust Corporation p.l.c and all subsequent supplemental debentures made pursuant thereto

4.7 Performance of the Agreement

The Owner shall observe and perform the agreements and matters contained in the Agreement

5. COUNCIL'S POWERS AND RIGHTS

5.1 Exercise of statutory powers

5.1.1 Section 103 of the Law of Property Act 1925 shall not apply to this security

5.1.2 At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the power of sale as amended or varied by this deed shall

be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in that Act as to the giving of notice or otherwise

5.2 Extension of Statutory Powers

The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such condition as to payment of the purchase price and otherwise as the Council may think fit but shall not in any event take effect until after the Redemption Date

6. PROTECTION OF PERSONS DEALING WITH THE COUNCIL

No person dealing with the Council shall be concerned bound or entitled to enquire or be affected by notice as to the following matters:-

6.1 Whether this security has become enforceable

6.2 Whether any power exercised or purported to be exercised under this deed has arisen or become exercisable

6.3 The propriety regulatory or purpose of the exercise or purported exercise of any such power

6.4 Whether any money remains due under this security or the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made

7. INDULGENCE AND WAIVER

The Council may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Council under this deed grant to the Owner or any other person time or indulgence in whole or in part to release abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies securities guarantees or rights which it may now or subsequently have from or against the Owner or any other person

8. DEMANDS AND NOTICES

8.1 A demand or notice by the Council under this deed shall be deemed to have been properly served on the Owner if served personally on the Owner or by first class letter and service shall be deemed to be effected notwithstanding the death of the Owner

8.2 The methods of service described in clause 8.1 are in addition and without prejudice to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196

8.3 If the expression "the Owner" includes more than one person service on any one person shall be deemed to constitute service upon all such persons

8.4 All notices served on the Council shall be sent to the City Solicitor's Office County Hall Bond Street Wakefield WF1 2QW or to such other person in similar office or function from time to time

- 8.5 All notices served on the Owner shall be sent to the 'Head of Legal' – El Group PLC, 3 Monkspath Hall Road, Shirley, Solihull, West Midlands, B90 4SJ or to such other address as the Owner notifies the Council of from time to time

9. VALIDITY AND SEVERABILITY

- 8.1 Each of the provisions of this deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceable of the remaining provisions shall not be affected or impaired
- 9.2 If this deed is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason) the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

10. COUNCIL'S DUTY AS A LOCAL AUTHORITY

Nothing contained in this deed or implied shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as the local authority for the Metropolitan District of Wakefield and the rights powers duties and obligations of the Council under all public and private statutes bylaws orders and regulations may be fully and effectually exercised in relation to the Property as if this deed had not been executed by it

11. APPLICATION TO REGISTER A RESTRICTION

The Owner applies to the Chief Land Registrar for the entry on the register of a restriction in the following terms:- "No disposition of the registered estate other than a lease for a term of less than 30 years and 1 day by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 22nd January 2018 in favour of The Council of the City of Wakefield referred to in the charges register"

(192)

12. ENDING THIS LEGAL CHARGE

This deed shall end following the payment by the Owner of all monies payable under the Agreement and clause 2 or on the expiry of 10 years from the date of this deed whichever is the earlier. The Council agrees to apply to the Chief Land Registrar for the removal of any entry relating to this deed from the register following such payment or on the expiry of 10 years from the date hereof whichever is the earlier

13. INTERPRETATION

- 13.1 Unless the context otherwise requires:-

- 13.1.1 the singular includes the plural and vice versa
- 13.1.2 references to persons include reference to firms companies or corporations and vice versa and
- 13.1.3 references in the masculine genders include references in the feminine gender and vice versa
- 13.2 Unless the context otherwise requires the expressions "the Owner" and "the Council" include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them
- 13.3 All covenants charges agreements undertakings representations and warranties given or implied in this deed by more than one person shall be deemed to have been given jointly and severally by those concerned
- 13.4 References to any statutory provision shall be construed as including any statutory modification or re-enactment of it and any order regulation directive or code of practice made under it or associated with it
- 13.5 The clause headings do not form part of this deed and shall not be taken into account in its construction or interpretation
- 13.6 Any reference to a clause or a paragraph or a schedule is to one in this deed so numbered or named

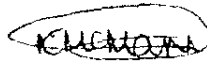
14. GOVERNING LAW AND JURISDICTION

- 14.1 This deed shall be governed by and construed in accordance with English law
- 14.2 It is irrevocably agreed for the exclusive benefit of the Council that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this deed and that accordingly any suit action or proceeding arising out of or in connection with this deed may be brought in such courts
- 14.3 Nothing in this clause shall limit the Council's right to take proceedings against the Owner in any other court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not


IN WITNESS whereof the parties hereto have duly executed this document as their deed the day and year first before written

EXECUTED as a Deed (but not delivered)
until the date hereof) by affixing the Common)
Seal of UNIQUE PUB PROPERTIES LIMITED)
in the presence of:-)

Authorised signatory

 (KAREN MCMANUS)

Authorised signatory

 (Jon Hunt)

EXECUTED as a Deed (but not delivered
until the date hereof) by affixing the Common
Seal of THE COUNCIL OF THE CITY OF
WAKEFIELD in the presence of signature:-

)

Name printed:

Position printed

I hereby certify that there is
a true copy of the original
L L Moneys

Schedule 2

LAND REGISTRY

LAND REGISTRATION ACT 2002

ADMINISTRATIVE AREA : West Yorkshire Wakefield
TITLE NO : WYK495491
PROPERTY : 12 Market Place, Pontefract, WF8 1AX

THIS LEGAL CHARGE is made the 22nd day of January 2018
BETWEEN:

(1) **UNIQUE PUB PROPERTIES LIMITED** of 3 Monkspath Hall Road, Shirley, Solihull, West Midlands, B90 4SJ ("the Owner")

(2) **THE COUNCIL OF THE CITY OF WAKEFIELD** of Town Hall Wood Street Wakefield WF1 2HQ ("the Council")

1. DEFINITIONS

In this deed:

- 1.1 "the Agreement" means an agreement of even date made between (1) the Council and (2) the Owner
- 1.2 "the Interest Rate" means the rate of 2 per cent above the base rate for the time being of the Bank of England
- 1.3 "the Property" means the property comprised in the title above mentioned
- 1.4 "the Redemption Date" means the date:
 - 1.4.1 of any transfer or disposal of the freehold interest or a leasehold interest of more than 30 years in the Property or any part of it (otherwise than with the previous consent in writing of the Council being obtained in accordance with clause 4.4); or
 - 1.4.2 the Owner fails to comply with any term condition covenant or provision of this deed or the Agreement or fails to perform any of his obligations or liabilities under this deed or the Agreement; whichever date is the earliest

2. COVENANT FOR PAYMENT

The Owner covenants with the Council to pay all monies owed to the Council by virtue of the Agreement on the Redemption Date or if later all monies owed to the Council together with interest at the Interest Rate from the Redemption Date until actual payment in full by the Owner

3. LEGAL CHARGE

The Owner with full title guarantee charges the Property to the Council by way of legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Owner or otherwise secured by this deed

4. OWNER'S FURTHER COVENANTS

The Owner further covenants with the Council as set out below:-

4.1 Repair of Property

4.1.1 The Owner will maintain or ensure the maintenance of the Property in good repair and condition and in a manner consistent with the character and appearance of the Pontefract Market Place Conservation Area

4.1.2 For the purposes of ensuring the provisions of clause 4.1.1 are being complied with the Owner will permit the Council and its representatives at reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the Property

4.1.3 If the Owner fails to maintain the Property in the requisite state of repair and condition the Council and its representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Council considers to be necessary and proper provided that the Council (except in the case of an emergency) have first notified the Owner of the outstanding works and that Owner has failed to deal with these in a reasonable time period as specified by the Council to the Owner to execute the remedial works

4.1.4 The Owner will within 10 working days of receipt of demand repay to the Council all expenses reasonably and properly incurred by the Council in carrying out works permitted by this clause together with interest at the Interest Rate from the date when repayment by the Owner is due until the date on which such monies are paid

4.2 Alterations

The Owner will not without the previous written consent of the Council (and then only to the extent permitted by and in accordance with any conditions attached to the consent) make any structural or material alteration to or pull down or remove any or any part of the Property (such consent not to be unreasonably withheld or delayed)

4.3 Insurance

4.3.1 To keep the Property insured against loss or damage by fire storm flood subsidence and other risks usually covered by a policy of comprehensive insurance in a sum equal to its full value (including sums in respect of any professional fees which may be incurred in or about repair rebuilding or reinstatement) and to pay all premiums necessary for this purpose as and when they become due and on demand in writing to produce to the Council the policy or policies of such insurance and the receipt for each payment

4.3.2 If the Owner fails to perform any of the Owner's obligations under this clause and if the Council takes out any insurance on the Property or any part of it the Owner will on demand repay to the Council all payments made by the Council for that purpose and will pay interest at the Interest Rate from the date of payment until repayment on any money not repaid on demand

4.3.3 Any money received under any policy of insurance effected or maintained by the Owner (whether or not pursuant to the Owner's obligations under this clause 4.3) shall be applied in making good the loss or damage in respect of which it was received

4.4 Leasing and disposal

The Owner must not without the previous consent in writing of the Council (and then only to the extent permitted by and in accordance with any conditions attached to such consent) dispose of the Property or any part of it or any interest in it (and for the avoidance of doubt 'dispose' and 'disposal' shall not include the grant of any lease for a term of 30 years or less, variation of leases, dealing with leases or accepting surrenders of leases)

4.5 Compliance with terms of conveyance etc

4.5.1 The Owner will observe and perform the terms of all conveyances grants assignments contracts and other deeds and documents from time to time affecting the Property and binding on the Owner

4.5.2 The Owner will keep the Council indemnified against all proceedings and claims on account of any breach of those terms

4.5.3 The Owner will on demand repay to the Council all expenses damages and costs incurred by the Council in relation to any such breach together with interest at the Interest Rate from the date when the Council becomes liable for the same until repayment by the Owner on any money not repaid on demand

4.6 Other Obligations

The Owner will as soon as reasonably practicable following completion give notice of this Legal Charge to The Law Debenture Trust Corporation p.l.c as required under and in accordance with the debenture dated 30th March 1999 made between the Owner and The Law Debenture Trust Corporation p.l.c and all subsequent supplemental debentures made pursuant thereto

4.7 Performance of the Agreement

The Owner shall observe and perform the agreements and matters contained in the Agreement

5. COUNCIL'S POWERS AND RIGHTS

5.1 Exercise of statutory powers

5.1.1 Section 103 of the Law of Property Act 1925 shall not apply to this security

5.1.2 At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the power of sale as amended or varied by this deed shall

be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in that Act as to the giving of notice or otherwise

5.2 Extension of Statutory Powers

The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such condition as to payment of the purchase price and otherwise as the Council may think fit but shall not in any event take effect until after the Redemption Date

6. PROTECTION OF PERSONS DEALING WITH THE COUNCIL

No person dealing with the Council shall be concerned bound or entitled to enquire or be affected by notice as to the following matters:-

6.1 Whether this security has become enforceable

6.2 Whether any power exercised or purported to be exercised under this deed has arisen or become exercisable

6.3 The propriety regulatory or purpose of the exercise or purported exercise of any such power

6.4 Whether any money remains due under this security or the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made

7. INDULGENCE AND WAIVER

The Council may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Council under this deed grant to the Owner or any other person time or indulgence in whole or in part to release abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies securities guarantees or rights which it may now or subsequently have from or against the Owner or any other person

8. DEMANDS AND NOTICES

8.1 A demand or notice by the Council under this deed shall be deemed to have been properly served on the Owner if served personally on the Owner or by first class letter and service shall be deemed to be effected notwithstanding the death of the Owner

8.2 The methods of service described in clause 8.1 are in addition and without prejudice to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196

8.3 If the expression "the Owner" includes more than one person service on any one person shall be deemed to constitute service upon all such persons

8.4 All notices served on the Council shall be sent to the City Solicitor's Office County Hall Bond Street Wakefield WF1 2QW or to such other person in similar office or function from time to time

- 8.5 All notices served on the Owner shall be sent to the 'Head of Legal' – EI Group PLC, 3 Monkspath Hall Road, Shirley, Solihull, West Midlands, B90 4SJ or to such other address as the Owner notifies the Council of from time to time

9. VALIDITY AND SEVERABILITY

- 9.1 Each of the provisions of this deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceable of the remaining provisions shall not be affected or impaired
- 9.2 If this deed is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason) the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

10. COUNCIL'S DUTY AS A LOCAL AUTHORITY

Nothing contained in this deed or implied shall prejudice or affect the Council's rights powers duties and obligations in the exercise of its functions as the local authority for the Metropolitan District of Wakefield and the rights powers duties and obligations of the Council under all public and private statutes bylaws orders and regulations may be fully and effectually exercised in relation to the Property as if this deed had not been executed by it

11. APPLICATION TO REGISTER A RESTRICTION

The Owner applies to the Chief Land Registrar for the entry on the register of a restriction in the following terms:- "No disposition of the registered estate other than a lease for a term of less than 30 years and 1 day by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [22nd January 2012] in favour of The Council of the City of Wakefield referred to in the charges register"

12. ENDING THIS LEGAL CHARGE

This deed shall end following the payment by the Owner of all monies payable under the Agreement and clause 2 or on the expiry of 10 years from the date of this deed whichever is the earlier. The Council agrees to apply to the Chief Land Registrar for the removal of any entry relating to this deed from the register following such payment or on the expiry of 10 years from the date hereof whichever is the earlier

13. INTERPRETATION

- 13.1 Unless the context otherwise requires:-

13.1.1 the singular includes the plural and vice versa

13.1.2 references to persons include reference to firms companies or corporations and vice versa and

13.1.3 references in the masculine genders include references in the feminine gender and vice versa

13.2 Unless the context otherwise requires the expressions "the Owner" and "the Council" include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them

13.3 All covenants charges agreements undertakings representations and warranties given or implied in this deed by more than one person shall be deemed to have been given jointly and severally by those concerned

13.4 References to any statutory provision shall be construed as including any statutory modification or re-enactment of it and any order regulation directive or code of practice made under it or associated with it

13.5 The clause headings do not form part of this deed and shall not be taken into account in its construction or interpretation

13.6 Any reference to a clause or a paragraph or a schedule is to one in this deed so numbered or named

14. GOVERNING LAW AND JURISDICTION

14.1 This deed shall be governed by and construed in accordance with English law

14.2 It is irrevocably agreed for the exclusive benefit of the Council that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this deed and that accordingly any suit action or proceeding arising out of or in connection with this deed may be brought in such courts

14.3 Nothing in this clause shall limit the Council's right to take proceedings against the Owner in any other court of competent jurisdiction nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not

IN WITNESS whereof the parties hereto have duly executed this document as their deed the day and year first before written

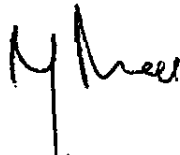
EXECUTED as a Deed (but not delivered)
until the date hereof) by affixing the Common)
Seal of UNIQUE PUB PROPERTIES LIMITED)
in the presence of:-)

Authorised signatory

Authorised signatory

EXECUTED as a Deed (but not delivered
until the date hereof) by affixing the Common
Seal of THE COUNCIL OF THE CITY OF
WAKEFIELD

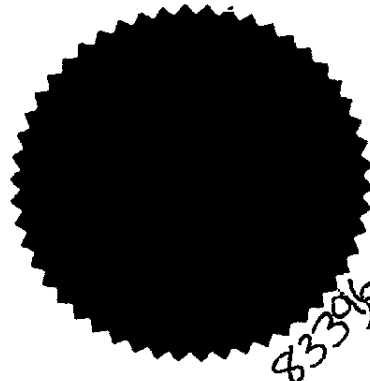
in the presence of signature:-



Name printed:

Phillip Powell
Principal Contract
Solicitor

Position printed



83306