

MR01

Particulars of a charge

276910/13

Oyez

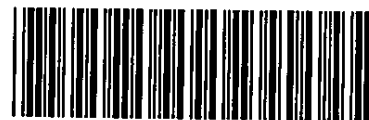
A fee is payable with this form
Please see 'How to pay' on the
last page

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

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

☐ **What this form is NOT for**
You may not use this form to
register a charge where there
is an instrument. Use form MR08

THURSDAY



A11

15/08/2013

#283

COMPANIES HOUSE

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.

1 Company details

Company number 04275541

Company name in full Alt Valley Community Trust Limited

For official use

Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 01/08/2013

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 Secretary of State for Health

Name

Name

Name

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

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

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Description

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

Continuation page

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

Description

Leasehold property known as Altcross House, Altcross Road, Liverpool, L11 0BS as registered at H M Land Registry under Title Number MS450575, and

Freehold property known as Land on the North West side of Altcross Road, Liverpool, L11 0BS as registered at H M Land Registry under Title Number MS219248

5

Fixed charge or fixed security

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

☐ Yes

☒ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to Section 7

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

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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 *Ward Hadaway*

X

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

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Particulars of a charge



Presenter information

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

Contact name
Phil Kreczak

Company name
Ward Hadaway

Address
Sandgate House

102 Quayside

Newcastle upon Tyne

Post town

County/Region

Postcode
N E 1 3 D X

Country

DX
Newcastle upon Tyne 30 - DX 730360

Telephone
0191 2044108



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

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



Where to send

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

For companies registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4275541

Charge code: 0427 5541 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th August 2013 and created by ALT VALLEY COMMUNITY TRUST LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th August 2013.

DX

Given at Companies House, Cardiff on 19th August 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

14th August

2013

Alt Valley Community Trust Limited

-and-

The Secretary of State for Health

LEGAL CHARGE

Of

Communiversy, Altcross House, Altcross Road, Liverpool, L11 0BS
and
Croxteth Sports Centre, land on the north west side of Altcross Road, Liverpool

wh6582751v3

WE HEREBY CERTIFY THIS TO
BE A TRUE COPY OF THE ORIGINAL

Ward Hadaway
WARD HADAWAY
Solicitors 14 8 T3
SANDGATE HOUSE
102 QUAYSIDE
NEWCASTLE UPON TYNE NE1 3DX

THIS LEGAL CHARGE is dated this 14th day of August 2013

BETWEEN

(1) **Ali Valley Community Trust Limited** a charitable company limited by guarantee registered in England and Wales under company number 04275541 and registered charity number 519835 whose registered office is at Communiversity, Altcross Road, Croxteth, Liverpool, Merseyside, L11 0BS (the "Borrower")

(2) **The Secretary of State for Health** ("the Lender")

NOW THIS DEED WITNESSES as follows

1. Interpretation

1.1 In this Legal Charge unless the context otherwise requires -

"the Borrower"	includes the persons deriving title under it, "the Guarantor" (if any) includes its successors in title/his personal representatives, "the Lender" includes its successors and assigns
"the Agreed Purpose"	working capital to Walton Sports Centre to alter layout and create new facilities and to purchase equipment for that centre
"Company"	means a company formed pursuant to the Companies Acts 1985, 1989 and 2006 (as amended from time to time)
"Consent"	means the previous written consent of the Lender
"Costs"	include all costs and expenses properly incurred by the Lender in relation to the Property or the protection or enforcement of its security whether involving litigation or not on a basis of full indemnity
"the Grant"	means £148,000 (one hundred and forty eight thousand pounds)
"the Grant Agreement"	means a grant agreement made between the Lender and the Borrower prior to the date hereof or any subsequent grant agreement or document amending or replacing the same
"Interest"	means interest at the rate(s) charged to the Borrower by the Lender
"the Legal Charge"	means this Legal Charge and any subsequent agreement or document amending or replacing the same or other documents in which the terms of this Deed are incorporated

"the Loan"	means £375,000 (three hundred and seventy five thousand pounds)
"the Loan Agreement"	means a loan agreement made between the Lender and the Borrower prior to the date hereof or any subsequent loan agreement amending or replacing the same
"Notice"	means notice in writing
"The Planning Acts"	means all legislation of whatever nature relating to town and country planning
"the Principal Sum"	means the whole of the money outstanding for the time being to the Lender by the Borrower including <ul style="list-style-type: none"> (a) the Loan (b) the Grant (b) any moneys advanced by the Lender under a legal charge ranking pari passu with this Deed (c) any further advance made after the date of the Legal Charge
"prior charge"	means a legal charge dated 15 December 2009 made between the Borrower (1) and Adventure Capital Fund (2)
"the Property"	means the property or any part of the property described in the Schedule and includes all buildings and erections from time to time thereon and all roads ways sewers drains pipes wires and cables thereon and all rights easements advantages and privileges belonging or appertaining to the Property
"Prior Mortgagee"	means the chargee of any prior charge
"Repayment Period"	means the period for repayment specified in the Loan Agreement and/or the Grant Agreement
"Secured Liabilities"	means <ul style="list-style-type: none"> (a) the Principal Sum (b) any other indebtedness or liabilities of the Borrower to the Lender whatsoever present future actual and/or contingent and whether alone or jointly with any other person and in whatever style or

name and whether as principal debtor or guarantor

(c) all costs charges expenses and liabilities paid or incurred by the Lender directly or indirectly in relation to the security constituted by this Deed and/or any such indebtedness and/or liabilities and the obligations owed under and associated with this Deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) and including without prejudice to the generality of the foregoing all costs in connection with -

(i) the contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security

(ii) the contemplation and institution of all proceedings and other action for the payment or discharge of the money and liabilities secured by this Deed

(iii) the exercise or contemplated exercise of any power right or discretion conferred by this Deed or by law on the Lender

(iv) any default by the Borrower or the Guarantor or

(v) the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of this security

(d) Interest and charges upon or relating to all such indebtedness liabilities unpaid interest and/or costs from demand until full discharge (as well after as before judgment)

1 2 All sums payable to the Lender under the Legal Charge (or any legal charge in favour of the Lender running *pari passu* herewith) are to be treated as part of the debt secured by the Legal Charge (including costs)

1 3 Obligations undertaken by more than one person are joint and several obligations

- 1 4 Any reference to a statute or statutory instrument (whether specifically named or not) includes any amendment or re-enactment thereof for the time being in force and any instrument order notice regulation bye-law direction plan or permission for the time being issued made or given thereunder or deriving validity therefrom
- 1 5 The masculine includes the feminine
- 1 6 The singular includes the plural and vice versa
- 1 7 In case of conflict between the Loan Agreement and/or the Grant Agreement and the Legal Charge the Legal Charge prevails

2 Covenant to Pay

- 2 1 In consideration of the Loan and the Grant paid by the Lender to the Borrower (receipt of which is hereby acknowledged) the Borrower hereby covenants to pay or discharge to the Lender on demand the Secured Liabilities when due to the Lender and further covenants with the Lender as set out below

3 Repayment by Instalments

- 3 1 The Borrower must repay in full all money advanced by the Lender under the Loan Agreement and the Grant Agreement together with accrued Interest thereon and all other money payable thereunder and under this Legal Charge and such payment must be made before the expiration of the Repayment Period by instalments as provided for in the Loan Agreement and the Grant Agreement
- 3 2 If the Lender allows any drawdown or further advance the Lender may vary the amount of the instalment payment required from the Borrower to such level as the Lender considers necessary in order to provide for the repayment of the Secured Liabilities within the Repayment Period

4 Charge

- 4 1 The Borrower charges the Property to the Lender with full title guarantee by way of legal mortgage with the payment of all sums covenanted to be paid under Clause 2 and as security not only for those sums but also for any other money (including costs) which may be or become owing by the Borrower to the Lender on any account whatever not being money secured by a mortgage or charge on other property save under the doctrine of consolidation of mortgages
- 4 2 The Borrower hereby covenants with the Lender not without Consent to create or permit to subsist any mortgage charge or other encumbrance in favour of any third party or affecting the Property or any part or parts thereof other than the prior charge

5 Borrower's Covenants

The Borrower covenants and agrees so long as the Legal Charge is outstanding

- 5 1 to keep the Property and all buildings, fixtures and fittings, services and service media in on or associated with the Property in good and substantial repair and condition and in good working order and condition to the satisfaction of the Lender and forthwith to repair and make good all defects and wants of repair of which notice shall be given to the Borrower by the Lender,

- 5 2 to complete the erection and construction of any incomplete buildings works or erections (if any) on the Property promptly and as agreed with the Lender to the complete satisfaction of the Lender,
- 5 3 that the Lender and its agents may enter and inspect the Property at any reasonable time and may also enter and do any work which the Borrower has failed to do and the Borrower will on demand repay to the Lender all costs and expenses incurred by the Lender in carrying out inspections and works permitted by this clause together with Interest from the date when the Lender becomes liable for the same until repayment by the Borrower all which money and Interest shall be charged on the Property,
- 5 4 to insure the Property or ensure that the Property is kept insured at the expense of the Borrower against loss or damage by fire and such other risks as the Lender may think expedient and in respect of any loss of rent and any professional fees which may be incurred in or about repair rebuilding or reinstatement of the Property in all cases for such amounts in such name and with such Insurers as the Lender shall from time to time decide or select and permit (subject to the rights and with the agreement of any Prior Mortgagee) and to make all payments required for this purpose when they become due the Lender to retain all Policies of Insurance and the receipts or other evidence of payment of premiums but so that the Lender shall not be responsible to the Borrower or any other person in the event of the Property not being adequately insured,
- 5 5 subject to the rights of any Prior Mortgagee to authorise the Lender to receive and apply all moneys payable in respect of any damage or loss to the Property under any insurance at the option of the Lender in or towards either discharge of the Principal Sum or the making good of the loss or damage in respect of which the claim arose and if any such insurance moneys are received by the Borrower the Borrower will hold these moneys on trust for the Lender for this purpose,
- 5 6 to observe and perform all covenants and conditions affecting the Property and duly and punctually to pay all rates and taxes ground rent charge rents and all other outgoings and charges whatsoever payable in respect of the Property and on demand to produce to the Lender all receipts or other evidence of such payments and to keep the Lender indemnified against all actions proceedings damages and costs in respect of any breach of such covenants or any other default hereunder,
- 5 7 that all money paid by the Lender in repairing or insuring the Property or in making any payment for outgoings in relation to the Property or for the protection or improvement of this security and the costs incurred by the Lender in relation thereto shall be recoverable from the Borrower on demand and until paid by the Borrower shall without prejudice to any other remedy carry Interest and be a charge on the security hereby constituted,
- 5.8 that nothing shall be done on the Property in contravention of the Planning Acts and in particular that without Consent no building or structural alterations or additions or like building works shall be made to the Property nor shall the Borrower carry out or permit any development or change of use of the Property,
- 5 9 to ensure that all and any legislation regulations or bye-laws for the time being in force applicable to the Property or to the employment of persons in the Property are complied with in all respects,

- 5 10 to observe and perform all the requirements and regulations of the local and other competent authorities concerning the Property and to report immediately to the Lender the receipt by the Borrower of any notice order direction permission requirement or other matter affecting the Property or any part of it from whatever source the same may come and to comply with any such notice order direction permission requirement or other matter without delay, or if the Lender so requires, to make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve,
- 5 11 that the Borrower shall not without Consent make any disposition of the Property or create any lease or tenancy of the Property or any part of it or exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder or otherwise part with or share possession or occupation or dispose of or deal with the Property or any part of it or any interest in it or create or purport to create any rentcharge affecting it,
- 5 12 not to use such part of the Property as is not residential for residential purposes,
- 5 13 to carry on a trade or business or other activity on such part if any of the Property as is now (or may with Consent hereafter be) used for the purpose of trade or business in accordance with the standards of good management from time to time current in such trade or business or activity,
- 5 14 to observe and perform the terms of all conveyances, grants, assignments, contracts and other deeds and documents from time to time affecting the Property and to keep the Lender fully and effectually indemnified against all proceedings and claims on account of any breach of those terms;
- 5 15 to comply with the terms of any lease under which the Borrower holds the Property as follows -
- (a) To pay the rents reserved by and observe and perform all covenants, conditions, agreements or obligations on the part of the Borrower to be observed and performed contained in any such lease
 - (b) To keep the Lender indemnified against all proceedings and claims on account of non-payment of the said rents or of any breach of the said covenants, conditions, agreements and obligations
 - (c) All expenses, damages and costs incurred by the Lender in relation to any such non-payment or breach together with Interest shall be payable and charged upon the Property as provided in this Deed
 - (d) To use best endeavours to ensure observance and performance by the landlord under any such lease of the covenants conditions agreements or obligations on the part of the landlord
 - (e) If the Borrower receives any notice under section 146 of the Law of Property Act 1925 or if any proceedings are commenced for forfeiture of any such lease or any superior lease or if the landlord or any superior landlord attempts to re-enter upon the Property or any part of it to give immediate notice in writing to the Lender and at the request of the Lender (but at the Borrower's expense) take such steps as the Lender may require

- (f) If the Borrower receives any other form of notice under or in connection with any such lease to give immediate notice in writing to the Lender*and at the request of the Lender (but at the Borrower's expense) take such steps as the Lender may require
 - (g) Not without Consent give any notice under or in connection with any such lease
 - (h) Not without Consent in relation to any such lease take any steps to or agree to
 - (i) vary its terms
 - (ii) review or submit to any review of the rents payable under it
 - (iii) surrender, cancel, assign, charge, renew, enfranchise or otherwise dispose of or terminate it
 - (iv) submit to its forfeiture
- 5.16 Where any lease of the Property or any part thereof granted by the Borrower or its predecessors in title either before or after the date hereof shall contain a provision for any rent payable to be dependent upon agreement between the Borrower and the tenant not to agree any such rent without Consent and if such lease contains a provision for any rent payable to be determined by arbitration or by an expert not to appoint or agree to the appointment of any arbitrator or expert without Consent
- 5.17 If under the terms of the Leasehold Reform Act 1967 the Borrower shall obtain an extension to the term of any lease under which the Property is held or any new lease under the provisions of such Act the Borrower shall forthwith notify the Lender in writing of the same and the Borrower at its own expense will when so required by the Lender execute a further legal charge of such extension in favour of the Lender to secure the sums owing to the Lender under this Legal Charge and to observe and perform all the obligations imposed on the Borrower by such Act

6 Statutory Provisions

- 6.1 For the purposes of the Law of Property Act 1925 the Principal Sum shall become due on the date hereof
- 6.2 Section 93(1) of the Law of Property Act 1925 shall not apply to this Legal Charge and the Lender may consolidate this security and all or any present and future charges executed by the Borrower or by any other person through whom he claims to or in favour of the Lender whether or not default has been made by the Borrower in respect of this Legal Charge or such other charges and all moneys hereafter lent by the Lender to the Borrower at any time or times during the subsistence of this Legal Charge upon the security of the Property shall as from the respective dates on which the same shall have been lent be deemed to be part of the Principal Sum
- 6.3 The statutory power of sale applies to the Legal Charge free from the restrictions imposed by Section 103 of the Law of Property Act 1925
- 6.4 Section 109 of the Law of Property Act 1925 applies to the Legal Charge as if the restriction contained in its sub-section (1) was omitted and its sub-section (8) (iv) said

"in payment of the moneys whether for interest (or otherwise) in arrear or accruing due under the mortgage"

- 6.5 The powers of leasing or agreeing to lease and of accepting surrenders of leases conferred on a mortgagor in possession by the Law of Property Act 1925 shall not apply to the Legal Charge and the Borrower will observe the provisions of clause 5.11
- 6.6 The Lender when in possession may lease the Property or any part of it for such tenancy or term of years at such rent and generally on such terms as the Lender in its absolute discretion shall think fit and the Lender may accept surrenders of leases of the Property or any part of it or vary such leases as the Lender in its absolute discretion shall think fit
- 6.7 In addition to all other protection afforded by statute every Purchaser or other third party dealing with the Lender shall be entitled and bound to assume without enquiry that some part of the Principal Sum is owing on the security hereof and that the same has become due
- 6.8 The powers expressly conferred on the Lender by the Legal Charge are in addition to all other powers and remedies vested in the Lender by statute or at law for recovering or enforcing payment of the Principal Sum

7 Appointment of Receiver

- 7.1 The power conferred by section 101 of the Law of Property Act 1925 of appointing a receiver shall be exercisable at any time after payment of the sums hereby secured has been demanded
- 7.2 Any receiver so appointed shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration

8 Powers of the Lender and of Receiver

- 8.1 At any time after payment of the sums hereby secured has been demanded the Lender (whether or not in possession of the Property) and any receiver appointed by the Lender ("the Receiver") may without restriction exercise any of the following powers in addition and without prejudice to any other powers conferred upon the Lender and/or the Receiver under or by virtue of this Legal Charge or by statute or otherwise (but subject to the rights of any Prior Mortgagee)
- (a) to enter upon and take possession of all or any part or parts of the Property,
 - (b) to sell exchange surrender deal with convert into money and realise the Property or any part or parts thereof or any estate or interest therein and/or any part or parts of the assets and/or goodwill of the Borrower and convey assign or transfer the same and to do so subject to such exceptions reservations and covenants as may be considered necessary or expedient and for the purpose of realisation to convey assign or transfer the same to any person or company whether in consideration of payment or not or exchange for shares or other property or voluntarily without payment or any other consideration,

- (c) to acquire renew extend grant vary or otherwise deal with such easements rights privileges and/or licences over or for the benefit of the Property as may be considered expedient,
- (d) to grant any lease or tenancy of the Property or any part thereof for any term whether commencing at once or on any future date at any or no rent and with or without any fine or premium and generally on such terms as may be considered expedient (and subsection (19) of Section 99 of the Law of Property Act 1925 shall not prevent the Receiver from exercising such powers without the need for any delegation by the Lender),
- (e) to accept the surrender of any lease or tenancy whether or not for the purpose of enabling a new lease to be granted,
- (f) to give an effectual receipt for any fine or premium payable on any grant or surrender of any lease,
- (g) to promote either alone or with others any company
 - (i) for the purpose of taking a conveyance or transfer or assignment or lease of or other interest in the Property or any part or parts thereof and/or of undertaking works thereon and/or of providing services to the occupiers thereof in any case where it is desirable or convenient to do so
 - (ii) in connection with or for the furtherance of all or any of the powers herein contained as may be considered expedient,
- (h) to complete in such manner as may be considered expedient the construction of any buildings roads accessways and the services therefor upon the Property or any part thereof which may be unfinished,
- (i) to construct upon the Property or any part thereof any building or buildings whether or not the same be in accordance with the development planned or being carried on at the Property and to construct all roads and accessways and to provide all services which may be required or may be considered expedient and generally to develop the Property in such manner as may be considered expedient,
- (j) to carry out any work involving furnishing the Property or any part thereof or the installation or provision of any part machinery equipment or service,
- (k) to utilise any moneys at any time or from time to time received by the Receiver in his capacity as Receiver of the Property or any part or parts thereof for the purpose of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers herein contained in advance of any other payments by the Receiver whether under Section 109(8) of the Law of Property Act 1925 or otherwise and the said Section 109 in its application hereto is hereby varied accordingly,
- (l) to utilise any moneys at any time or from time to time received by the Lender for the purpose of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise by the Lender of its

powers and whether such moneys be received by the Lender in its capacity as mortgagee or as attorney or otherwise,

- (m) to borrow or raise or secure the payment of money which may be required for the exercise of any of the powers set out in the sub-clauses to clause 9.1 in such manner including the creation of new legal charges of the Property (whether or not having priority to the charge hereby created) as may be considered expedient,
- (n) to obtain renew extend amend or otherwise deal with such permissions consents and/or licences for the benefit of or otherwise connected with or ancillary to the Property or its use or development or the business conducted therein or thereon as may be considered necessary or desirable,
- (o) to agree any variation or determination of any existing deeds or agreements for the development of the Property and enter into any new agreements deeds or bonds which may be necessary or desirable for or incidental to the development of the Property and to do all acts and things incidental thereto,
- (p) to manage any business carried on at the Property as agent for the Borrower in such manner as may be considered expedient,
- (q) to employ solicitors architects surveyors quantity surveyors estate agents contractors and workmen and others and purchase all proper materials as may be considered expedient,
- (r) to dedicate any parts or parts of the Property as a highway where to do so is desirable in order that the Property may more conveniently be developed,
- (s) to make any change or arrangement as to boundaries with adjoining owners and neighbours so as to resolve any dispute or to facilitate the development of the Property,
- (t) to effect indemnity insurance and other like insurances and obtain bonds for any purpose connected with the development or realisation of the Property,
- (u) to take or defend or otherwise join in any proceedings concerning or incidental to the Property or to any of the foregoing powers,
- (v) to make any arrangement or compromise which may be thought expedient in the interests of the Lender,
- (w) to do all such other acts and things as may be considered necessary or desirable for the preservation management improvement or realisation of all or any part or parts of the Property

8.2 The Borrower hereby irrevocably appoints the Lender and the Receiver severally as attorneys of the Borrower to exercise any of the foregoing powers for and in the name and on behalf of the Borrower and in addition for the following purposes -

- (a) To exercise any rights in respect of the Property which the Borrower may be or become entitled to exercise against any appropriate person authority or body and to deal with any benefit (monetary or otherwise) arising in respect of the Property or its services maintenance or amenities

- (b) To execute a First Legal Charge in favour of the Lender on any extended term or new lease granted to the Borrower under the provisions of the Leasehold Reform Act 1967 or otherwise and if the Borrower shall fail to execute such charge within fourteen days of being required so to do
 - (c) Where the Borrower by virtue of his ownership of the Property is required or entitled to membership of a residents association or tenants' company and is consequently the holder of shares or entitled to be the holder of shares therein to apply for membership in the name of the Borrower and to pay for or receive in the name of the Borrower a shareholding therein and in the name of the Borrower to execute a stock transfer form to vest the Borrower's shareholding in such association or company in any person to whom the Lender shall sell the Property and to receive the consideration money for such sale of the Borrower's shareholding
- 8.3 The foregoing powers may be exercised
 - (a) by the Lender either as mortgagee (but without incurring liability as mortgagee in possession) or as attorney of the Borrower for and in the name and on behalf of the Borrower
 - (b) by the Receiver for and in the name and on behalf of the Borrower,
 - (c) by any substitute or delegate appointed in writing by the Lender or the Receiver or by any attorney of the Lender or the Receiver or by any substitute or delegate appointed in writing by any such attorney for and in the name and on behalf of the Lender or the Receiver or the Borrower as the case may be and any such exercise by any such substitute delegate or attorney shall be treated by the Borrower and shall be effective in all respects as an exercise by the Lender or by the Receiver as the case may be
- 8.4 The Borrower irrevocably appoints by way of security the Lender each person deriving title from the Lender and the Receiver jointly and severally to be its attorney (with full power to appoint substitutes and to sub-delegate) for it in its name on its behalf and as its act and deed or otherwise to sign or execute any deed or document or do any act or thing which the Borrower is or may become obliged to sign execute or do pursuant hereto or which the Lender the Receiver or any person deriving title from the Lender or the Receiver may in the discretion of such person think fit in connection with the exercise of any of the powers of such person or the realisation of any security constituted hereby
- 8.5 Without prejudice to the generality of the foregoing the Borrower unconditionally undertakes to the Lender and separately to the Receiver and to each person deriving title from the Lender or the Receiver that it shall ratify and confirm any thing done or purported to be done by any attorney appointed pursuant to this clause
- 8.6 The Lender's power of appointing a receiver of the Property shall be exercisable whether or not there is any income arising from the Property
- 8.7 Any costs expenses and liabilities incurred by the Lender or by the Receiver (including any substitute delegate or attorney as aforesaid) in connection with the exercise of any of the powers hereby conferred shall be charged upon the Property with interest as aforesaid in addition to the moneys hereby secured and if not under the other

provisions of the charge hereby created immediately owing by the Borrower to the Lender shall be so treated as immediately owing

9 Insurance

- 9.1 Whenever any insurance is effected through the agency of the Lender all sums allowed to the Lender by way of commission or otherwise by the insurers shall belong to the Lender and the Lender shall not be required to account to the Borrower for such sums

10 Suspension of Payments

- 10.1 The Lender may at its absolute discretion from time to time suspend reduce or cancel any payment whether in respect of the Principal Sum or Interest or other moneys hereby secured upon such terms and from such date (whether then already passed or not) as it may think proper and may at such discretion give further time for payment of any money hereby secured or generally make other arrangements with the Borrower as to the mode or time of payment provided that no such suspension reduction cancellation giving of further time or arrangement shall affect the Lender's powers of sale and other remedies or render the Lender liable in damages or otherwise for the exercise of any such power where no such liability would have arisen if such suspension reduction or cancellation giving of further time or arrangement had not been made

11 Guarantor's Covenants

If there is a guarantor -

- 11.1 The Guarantor covenants with the Lender to observe and perform all the obligations of the Borrower under the Legal Charge
- 11.2 The Guarantor as between himself and the Lender shall be deemed a principal debtor and not just a guarantor
- 11.3 The Guarantor shall not be discharged nor shall his liability be affected by time or any other concessions given to the Borrower or any third party by the Lender or by anything the Lender may do or omit to do or by any other act dealing means or thing which, but for this provision, would or might discharge the Guarantor

12 Communications

- 12.1 Every notice demand or other communication under this Legal Charge shall be in writing and may be delivered personally or by letter telex or facsimile transmission despatched by the Lender to the Borrower (or if appropriate, the Guarantor) to its address specified at the head of this Legal Charge or its registered or principal office for the time being or to such other address and or telex number and or facsimile number as may be notified in accordance with this Clause by the Borrower (or the Guarantor) to the Lender for such purpose
- 12.2 Every notice demand or other communication shall be deemed to have been received (if sent by post) twenty-four hours after being posted first class postage prepaid (if posted from and to an address within the United Kingdom) or 5 working days after being posted prepaid airmail (if posted from or to an address outside the United Kingdom) and (if delivered personally or despatched by telex (subject to receiving the correct telex answerback) or by facsimile transmission) at the time of delivery or despatch if during

normal business hours on a working day in the place of intended receipt and otherwise at the opening of business in that place on the next succeeding such working day

13. Assignment by the Borrower

So far as he is able and subject to the rights of any Prior Mortgagee the Borrower assigns to the Lender (but subject to redemption)

- 13.1 the benefit of any covenant agreement option undertaking charge right indemnity or remedy relating to the Property or to any road or highway on which the Property abuts or relating to the services or easements and rights belonging to or enjoyed with the Property,
- 13.2 the benefit of any compensation of any kind whatsoever available to the Borrower in respect of the Property,
- 13.3 all rights whether or not in being at the date of the Legal Charge which may be or any money which (ex gratia or otherwise) may be or become payable in respect of the Property or any damage or injury thereto or depreciation thereof,
- 13.4 the benefit of any other obligation security right or indemnity affecting the Property with power for the Lender to assign to any purchaser from the Lender or any transferee of this Legal Charge anything which by this clause is assigned to the Lender

PROVIDED that any payment received by the Lender under this Clause shall (after deduction of the Lender's costs) be applied by the Lender in reduction of the Principal Sum unless the Lender shall in its sole discretion otherwise decide

14. Continuing Security

- 14.1 This Legal Charge shall be in addition to and shall be independent of every other security which the Lender may at any time hold whether for the Principal Sum or other liabilities of any kind whatsoever owed by the Borrower to the Lender and it is hereby declared that no prior security held by the Lender over the whole or any part of the Property comprised in this Deed shall merge in the security created by this Legal Charge
- 14.2 This Legal Charge shall remain in full force and effect as a continuing security unless and until the Lender discharges this Legal Charge

15 Encumbrances

- 15.1 At any time after this Legal Charge shall have become enforceable or after any powers conferred by any encumbrance having priority to this Legal Charge shall have become exercisable the Lender may redeem such or any other prior encumbrance or procure the transfer thereof to itself and may settle and pass the accounts of the encumbrancer any accounts so settled and passed shall be conclusive and binding on the Borrower and all moneys paid by the Lender to the encumbrancer in accordance with such accounts shall as from such payment be due from the Borrower to the Lender and shall bear interest and be secured as part of the Principal Sum

16 Waiver

- 16.1 No failure, delay or other relaxation or indulgence on the part of the Lender to exercise any right, power or remedy hereunder or at law shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any such right, power or remedy preclude its further exercise or the exercise of any other right, power or remedy.

17 Charity Provisions

- 17.1 The land charged is held by **Alt Valley Community Trust Limited**, a non-exempt charity and this charge is not one falling within section 124(9) of the Charities Act 2011, so the restrictions imposed by section 124 of that Act apply.
- 17.2 The directors of the Borrower, being the persons who have the general control and management of its administration, certify that they have power under its Memorandum and Articles of Association to effect this charge and that they have obtained and considered such advice as is mentioned in section 124(2) of the said Act.
- 17.3 The Borrower certifies that the Loan and the Grant are necessary to enable it to carry out the Agreed Purpose and that the Borrower has given due consideration to its ability to repay the Loan and the Grant on the terms agreed.
- 17.5 The Borrower certifies that it will remain on the Charity Commission Register as a registered charity for the duration of the currency of the Loan and the Grant.

18 Company Provisions

- 18.1 The land charged is held by the Borrower and the Borrower certifies that it has power under its Memorandum and Articles of Association to effect this charge.
- 18.2 The Borrower certifies that the Loan and the Grant is necessary to enable it to carry out the Agreed Purpose and that the Borrower has given due consideration to its ability to repay the Loan and the Grant on the terms agreed.

19 Land Registry

The Borrower certifies that this Legal Charge does not contravene its trust deed and has been executed in accordance therewith and hereby applies to the Chief Land Registrar for a restriction to be entered on the register of its title to registered properties charged by this Legal Charge that:

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated **13.11.12** in favour of The Secretary of State for Health referred to in the charges register, or by its secretary or conveyancer.

20 Governing Law and submission to Jurisdiction

- 20.1 This Legal Charge shall be governed and construed in accordance in all respects with English Law.

20.2 The parties hereto hereby irrevocably submit to the exclusive jurisdiction of the English Courts for all purposes of this Legal Charge or any matter in connection therewith howsoever arising

21 Transfer

21.1 Each of the Lender's rights in relation to this Legal Charge is freely assignable or transferable by the Lender, the Borrower shall immediately execute and deliver to the Lender any form of instrument required by the Lender to confirm or facilitate any such assignment or transfer

21.2 The Borrower shall not assign or transfer any of the Borrower's rights or obligations under this Legal Charge or enter into any transaction or arrangement which would result in any of those rights or obligations passing to or being held in trust for, or for the benefit of, another person

IN WITNESS whereof the parties have executed and delivered this Legal Charge as a deed the day and year first before written pursuant to an authority conferred under section 333 of the Charities Act 2011

SCHEDULE

Leasehold property known as Altcross House, Altcross Road, Liverpool, L11 0BS as is registered at H M Land Registry under Title Number MS450575

Freehold property known as Land on the North West side of Altcross Road, Liverpool, L11 0BS as is registered at H M Land Registry under Title Number MS219248

EXECUTED as a Deed by the said
Alt Valley Community Trust Limited
acting by the undernamed and
delivered at the date hereof

) Alma Mason
)
) Anthony Jennings
)

Director

Director/Secretary

P Kull