

MR01

Particulars of a charge



Companies House

238391/27



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

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR0

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

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



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



A09
05/01/2017
#414
COMPANIES HOUSE

THURSDAY

1 Company details

Company number 0 4 5 5 7 7 0 1

Company name in full ☒ CROSS KEYS HOMES LIMITED

4 For official use
→ **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 2 3 1 2 2 0 1 6

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 ☒ PRUDENTIAL TRUSTEE COMPANY LIMITED

Name

Name

Name

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

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

MR01

Particulars of a charge

4	Brief description	
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	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"
	Property known as 21-51 (odd) Charlotte Way, Netherton, Peterborough, Cambridgeshire PE3 PER registered at HM Land Registry under title number CB384103 and all other plots of land listed in Schedule 1 of the instrument. 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.	
	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	<input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> 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	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 <i>Allen & Overy LLP</i> X 23/1/17	
	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
LUCY GOODWIN

Company name
ALLEN & OVERY LLP

Address
ONE BISHOPS SQUARE

Post town
LONDON

County/Region
LONDON

Postcode
E 1 6 A D

Country
UNITED KINGDOM

DX

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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: 4557701

Charge code: 0455 7701 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2016 and created by CROSS KEYS HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th January 2017

P

Given at Companies House, Cardiff on 10th January 2017



Companies House



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

FORM OF SUPPLEMENTAL LEGAL CHARGE

SUPPLEMENTAL LEGAL CHARGE

DATED 23 December 2016

CROSS KEYS HOMES LIMITED

as Chargor

and

PRUDENTIAL TRUSTEE COMPANY LIMITED
as Security Trustee

Supplemental to a Security Agreement dated 4 October 2004
and subject to a Security Trust Deed dated 15th September, 2014

Except for material redacted pursuant to s859G of
the Companies Act 2006 I certify that this is a
correct copy of the original document

Allen & Overy LLP
One Bishop's Square
LONDON
E1 6AD

04/01/2017

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THIS DEED is dated 23 December 2016

BETWEEN

- (1) **CROSS KEYS HOMES LIMITED**, a company limited by guarantee incorporated under the laws of England and Wales (with registered number 4557701) and registered with the Regulation Committee of the Homes and Communities Agency under the Housing and Regeneration Act 2008, as amended by the Localism Act 2011, (with registered number LH4428) whose registered office is at Shrewsbury Avenue Peterborough PE2 7BZ, a registered charity (with registered number 1104746)] (the **Chargor**), and
- (1) **PRUDENTIAL TRUSTEE COMPANY LIMITED**, whose registered office is at Laurence Pountney Hill, London EC4R 0HH as trustee of the security constituted under this Deed for itself and the Beneficiaries (as defined below) in accordance with the Security Trust Deed (the **Security Trustee** which expression shall include any person for the time being appointed as trustee or as an additional trustee of the security hereby created and any subsequent successors, transferees and assigns thereof)

BACKGROUND

- (A) The parties hereto have entered into a Security Agreement dated 4 October 2004 the **Original Security Agreement**)
- (A) This Deed is supplemental to the Original Security Agreement
- (B) It is intended by the parties to this Deed that this document will take effect as a deed despite the fact that a party may only execute this document under hand
- (C) This Deed is subject to the provisions of the Security Trust Deed (as defined in the Original Security Agreement)

IT IS AGREED as follows

1. INTERPRETATION

1.1 Terms defined

In this Deed

Additional Agent means an entity (other than a New Bank Agent) which acts in its capacity as agent for any finance parties in respect of a Funding Agreement and accedes to the Security Trust Deed at any time after the Amendment Date in its capacity as an agent in accordance with Clause 12.2 (*New Parties*) of the Security Trust Deed in relation to such Funding Agreement,

Additional Funding Agreement means any loan agreement and/or hedging arrangement entered into after the date of the Security Trust Deed between the Chargor and one or more Additional Beneficiaries and designated by the parties thereto as an **Additional Funding Agreement** for the purposes of the Security Trust Deed in any Deed of Accession executed by such Additional Beneficiaries,

Additional Security Agreement means each security agreement between the Chargor and the Security Trustee entered into after the date of the Security Trust Deed under which, *inter alia*, the Chargor creates a fixed charge over certain Properties belonging to it and a fixed charge and/or

assignment by way of security over certain Related Security Assets, in each case, in favour of the Security Trustee as security for the Chargor's obligations under certain Finance Documents,

Agent means each New Bank Agent and each Additional Agent,

Amendment Date means that date on which the Security Trust Deed was amended and restated, being 15th September, 2014,

Beneficiary means

- (a) in respect of the Initial Bond Funding Agreement, Cambridgeshire Housing Capital plc and the Security Trustee (either individually or, where the context requires, collectively) pursuant to,
- (b) in respect of the Lloyds Funding Agreement, the Lloyds Beneficiaries,
- (c) in respect of the NatWest Funding Agreement, the NatWest Beneficiaries,
- (d) in respect of the NBS Funding Agreement, the NBS Beneficiaries, and
- (e) in respect of each Additional Funding Agreement, the Additional Beneficiary(ies), the Additional Agent acting on behalf of any such Additional Beneficiary(ies) and the Security Trustee (either individually or, where the context requires, collectively and, in the case of each Additional Beneficiary, in the capacity of lender, arranger and/or provider of hedging arrangements, as the case may be, pursuant to or in connection with such Additional Funding Agreement),

Debenture means the debenture dated 4th October, 2004 between the Chargor Cross Keys Homes Limited (the **Original Borrower**) and the Security Trustee,

Designated Security means, in relation to any Beneficiary (a **Relevant Beneficiary**) and a specified Finance Document, any Security Assets the proceeds of which are allocated for application in reduction of the Secured Liabilities of that Beneficiary under that Finance Document in accordance with Clause 2 (*Designation of Security Assets*) of the Security Trust Deed,

Enforcement Event means any event, howsoever described, specified in a Finance Document as an event upon the occurrence of which the relevant Beneficiary or group of Beneficiaries to whom such Finance Document relates becomes entitled

- (a) to call for early repayment of all or any of the Secured Liabilities under such Finance Documents, and/or
- (b) to terminate all or any of the transactions entered into pursuant to such Finance Document (but excluding any interest rate arrangement entered into by the relevant Beneficiary to which the Chargor is not a party unless such Beneficiary becomes entitled to terminate the same as a consequence of a default (howsoever described) by the Chargor under the terms of the Finance Document prior to the scheduled maturity thereof), and/or
- (c) to require the Security Trustee to enforce any of the Security Documents constituting such Beneficiary's Designated Security,

Existing Floating Charge means

- (a) the floating charge created by the Original Borrower pursuant to the Debenture, and

- (b) each floating charge created by an Additional Borrower pursuant to an Additional Security Agreement,

Existing Supplemental Legal Charges means

- (a) the supplementary legal charge dated 7th September, 2008 between the Chargor and the Security Trustee, and
- (b) the supplementary legal charge dated 11th January, 2010 between the Chargor and the Security Trustee,

Finance Document means

- (a) each Funding Agreement,
- (b) each Security Document, and
- (c) any other document designated as a Finance Document in accordance with the terms of a Funding Agreement,

Fixtures means, in relation to any freehold or leasehold property charged by or pursuant to this Deed, all fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time thereon owned by the Chargor,

Funding Agreement means each New Funding Agreement and each Additional Funding Agreement,

Initial Bond Funding Agreement means the loan agreement dated on or about the date of this Deed between the Chargor, Cambridgeshire Housing Capital plc (in its capacity as lender) and the Security Trustee,

Insurances means all contracts and policies of insurance of whatever nature which are from time to time taken out by or with the authority and on behalf of the Chargor in connection with the Mortgaged Property,

Letting Document means any lease, tenancy or licence to occupy or any agreement for any of the same from time to time granted or entered into by the Chargor or any predecessor in title of the Chargor in respect of the Mortgaged Property referred to in Clause 3 (*First Fixed Charge*) and any licence, consent or approval given thereunder,

Lloyds Beneficiaries means, in respect of the Lloyds Funding Agreement (and the Finance Documents as defined therein), Lloyds Bank plc (in its capacities as arranger, agent and original lender) and the Security Trustee, and each of their successors, transferees and assignees, (either individually or, where the context requires, collectively),

Lloyds Funding Agreement means the facility agreement dated 15th September, 2014 between the Chargor, Lloyds Bank plc (in its capacities as arranger, agent and original lender) and the Security Trustee,

Mortgaged Property means the freehold and leasehold property specified in Schedule 1 (Mortgaged Property),

NatWest Beneficiaries means, in respect of the NatWest Funding Agreement (and the Finance Documents as defined therein), National Westminster Bank plc (in its capacities as original lender

and overdraft bank), The Royal Bank of Scotland plc (in its capacities as arranger and agent) and the Security Trustee, and each of their successors, transferees and assignees, (either individually or, where the context requires, collectively),

NatWest Funding Agreement means the facility agreement dated 15th September, 2014 between the [Chargor][Original Borrower], National Westminster Bank plc (in its capacities as original lender and overdraft bank), The Royal Bank of Scotland plc (in its capacities as arranger and agent) and the Security Trustee,

NBS Beneficiaries means, in respect of the NBS Funding Agreement (and the Finance Documents as defined therein), Newcastle Building Society (in its capacities as arranger, agent and original lender) and the Security Trustee, and each of their successors, transferees and assignees, (either individually or, where the context requires, collectively),

NBS Funding Agreement means the facility agreement dated 15th September, 2014 between the Chargor, Newcastle Building Society (in its capacities as arranger, agent and original lender,

New Bank Agents means

- (a) in respect of the Lloyds Beneficiaries, the Lloyds Facility Agent,
- (b) in respect of the NatWest Beneficiaries, the NatWest Facility Agent, and
- (c) in respect of the NBS Beneficiaries, the NBS Facility Agent,

New Bank Funding Agreements means

- (a) the Lloyds Funding Agreement,
- (b) the NatWest Funding Agreement, and
- (c) the NBS Funding Agreement,

New Funding Agreements means the New Bank Funding Agreements and the Initial Bond Funding Agreement,

Property means all estates or interests of the Chargor in any freehold, heritable or leasehold property wheresoever situate now or in future belonging to it and all buildings, fixtures, fittings (other than tenants fixtures and fittings) and fixed plant and machinery from time to time thereon (and **Properties** shall be construed accordingly),

Related Security Assets in relation to any Unit or Mortgaged Property, means all rights, title and interest of the Chargor in, to and under fixed plant and machinery, insurances, licences consents and authorisations, Letting Documents and security thereunder, warranties and all other agreements, rights and assets, in each case, related to such Unit or Mortgaged Property and the subject of the security created under any Security Document,

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent) owed by the Chargor to any Beneficiary under the Finance Documents,

Security Agreement means

- (a) the Debenture,
- (b) each Existing Supplemental Legal Charge,

- (c) this Deed,
- (d) each Additional Security Agreement, and
- (e) each Supplemental Legal Charge,

Security Assets means the assets, rights, property and undertaking of the Chargor from time to time mortgaged, charged or assigned by the Chargor to the Security Trustee by or pursuant to this Deed as security for the payment or discharge of all or any of the Secured Liabilities,

Security Document means

- (a) each Security Agreement,
- (b) the Security Trust Deed, and
- (c) any other document creating, evidencing or granting any guarantee or security in support of the obligations of the Chargor under the Finance Documents,

Security Interest means any mortgage, pledge, lien, charge, assignment, hypothecation or security interest, or any other agreement having the effect of conferring security,

Security Period means the period beginning on the date of this Deed and ending on the date on which the Security Trustee (acting reasonably) determines that all the Secured Liabilities which have arisen or may arise have been unconditionally and irrevocably paid and discharged in full or the security hereby created has been unconditionally and irrevocably released and discharged,

Supplemental Legal Charge means each fixed legal charge executed by the Chargor in favour of the Security Trustee entered into after the date of the Original Security Agreement in respect of additional Properties, and

Unit means, at any time, a Mortgaged Property or part thereof in relation to which there is or, when let, there would be, a separate rental contract entered into with the Chargor and **Units** means all such Mortgaged Properties or parts thereof

1.2 Terms defined in Original Security Agreement

Capitalised terms defined in the Original Security Agreement have, unless expressly defined in this Deed, the same meaning in this Deed or any notice given under or in connection with this Deed

1.3 Application of provisions in Original Security Agreement

Clauses 1 (*Interpretation*), 5 (*Notices of Assignment*), 6 (*Continuing Security, etc*) to 29 (*Addresses for Notices*) (inclusive) of the Original Security Agreement are deemed to form part of this Deed as if expressly incorporated into it and as if all references in such clauses to the Original Security Agreement were references to this Deed

2. CREATION OF SECURITY

All the security created under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

3. FIRST FIXED CHARGE

The Chargor, as security for the payment and discharge of all Secured Liabilities, charges in favour of the Security Trustee for the benefit of itself and the Beneficiaries

- (a) by way of a first legal mortgage all the property referred to in Schedule 1 together with all buildings and Fixtures, erections and structures thereon or in the course of construction thereon, the proceeds of sale of all or any part thereof and (so far as the same are capable of being mortgaged) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor and any moneys paid or payable in respect of such covenants, and
- (b) by way of first fixed charge
 - (i) all plant and machinery now or in the future owned by the Chargor and its interest in any plant or machinery in its possession, in each case which form part of the Mortgaged Property,
 - (ii) all benefits in respect of the Insurances and all claims and returns of premiums in respect of the Mortgaged Property,
 - (iii) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held in connection with its business so far as it relates to the Security Assets or the use of any of the Security Assets specified in paragraph (a) and subparagraph (i) above and the right to recover and receive all compensation which may at any time become payable to it in respect thereof, and
 - (iv) if and in so far as the legal mortgages set forth in paragraph (a) above or the assignments set forth in Clause 4 (*Assignment*) shall for any reason be ineffective as legal mortgages or assignments, the assets referred to in those clauses

4. ASSIGNMENT

The Chargor, as security for payment and discharge of all Secured Liabilities, assigns to the Security Trustee (for the benefit of itself and the Beneficiaries) all of its rights, title and interest in and to

- (a) the personal agreements and covenants by the tenants, lessees, licensees or other parties under the Letting Documents and by all guarantors in respect thereof and all security held by the Chargor from time to time, whether present or future, in respect of the obligations of the tenants, lessees, licensees or other parties under the Letting Documents (including, without limiting the generality of the foregoing, all moneys due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith),
- (b) all agreements, now or from time to time entered into or to be entered into to enable the charging of the Security Assets and for the sale, letting or other disposal or realisation of the whole or any part of the Security Assets (including, without limiting the generality of the foregoing, all moneys due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith),
- (c) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Chargor to perfect its rights under this Deed or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty,

representation or other documents) now or hereafter entered into by or given to the Chargor in respect of the Mortgaged Properties and all claims, remedies, awards or judgments paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above) in each case relating to the Mortgaged Properties,

- (d) all licences held now or in the future in connection with any Mortgaged Property and also the right to recover and receive all compensation which may at any time become payable to the Chargor in relation to each Mortgaged Property,
- (e) all rights and claims to which the Chargor is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on each Mortgaged Property,
- (f) all guarantees, warranties, bonds and representations given or made now or hereafter by, and any rights or remedies against, all or any of the designers, builders, contractors, surveyors, valuers, professional advisers, sub-contractors, manufacturers, suppliers and installers of any Fixtures in respect of each Mortgaged Property, and
- (g) all rental income and disposal proceeds in each case relating to each Mortgaged Property which has not been assigned as set forth in (a), (b) or (c) above and the right to make demand for and receive the same (each such agreement, together with the agreements and covenants referred to in paragraphs (a) to (f) above, a **Relevant Agreement** and together the **Relevant Agreements**),

PROVIDED ALWAYS that, until an Enforcement Event has occurred and is outstanding (but subject to the terms of the Finance Documents), the Chargor shall be entitled to exercise its rights under or in connection with the agreements and covenants referred to in paragraphs (a) to (g) above,

AND PROVIDED FURTHER THAT the Security Trustee shall not give any notice of the assignment contained in this Clause 4 to any person (other than the landlord of property in respect of which the Chargor is a tenant) unless and until an Enforcement Event has occurred and is outstanding

5. DEED OF GRANT

This Clause 5 applies to those Mortgaged Properties which form part of a Remaining Site at the date of this Deed and which are identified by reference to a plan in Schedule 1

- (a) In this Clause 5

Rights means any rights, easements and reservations which are reasonably necessary and appropriate for the use and enjoyment of the relevant Mortgaged Property or the relevant Remaining Site (as appropriate), and

Remaining Site means the land comprised in the registered title of which the Mortgaged Property forms part at the date of this Deed but excluding the Mortgaged Property

- (b) The Parties agree that in the event of

- (i) the Security Trustee exercising its power of sale over the Mortgaged Property arising from this Deed, then the Security Trustee must procure that the purchaser of the Mortgaged Property enters into a deed of grant with the Chargor to grant and reserve the Rights over the Mortgaged Property and the Remaining Site (as applicable), or

- (ii) the sale by the Chargor of the Remaining Site, the Chargor will procure that the purchaser of the Remaining Site enters into a deed of grant with the Chargor to grant and reserve the Rights over the Mortgaged Property and the Remaining Site (as applicable),

as soon as reasonably practicable

- (c) The Chargor shall ensure that, where applicable, any legal mortgage granted over the Remaining Site after the date of this Deed (a **Subsequent Legal Charge**) contains provisions whereby, in the event of a sale of the Remaining Site by the mortgagee of the Chargor under a Subsequent Legal Charge, such mortgagee of the Chargor is obliged to enter into (or procure that the purchaser of the Remaining Site enters into) a deed of grant with the Chargor to grant and reserve the Rights over the Mortgaged Property and the Remaining Site (as applicable) as soon as reasonably practicable
- (d) Any grant of the Rights by the Security Trustee or any mortgagee of the Chargor under a Subsequent Legal Charge shall be with limited title guarantee only
- (e) In this Clause 5 references to the Mortgaged Property and the Remaining Site include any part of them (as applicable)
- (f) Any dispute arising in connection with this Clause 5, and in particular the required Rights, shall be determined by an independent surveyor appointed by the Security Trustee and the Chargor jointly or, if they cannot agree on a joint appointment, the surveyor shall be nominated, on the application of either the Security Trustee or the Chargor, by the President for the time being of the Royal Institution of Chartered Surveyors or the person for the time being authorised to act on his behalf. The surveyor shall act as an expert, not an arbitrator
- (g) The Chargor shall promptly upon completion of this Deed apply to the Land Registry for the following restriction to be entered on the title register to the Mortgaged Property (and the Remaining Site if for any reason that is allocated a different title number following completion of this Deed)

"No disposition by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by a conveyancer that the provisions of Clause 5 of a legal charge dated **23 December 2016** and referred to in the charges register have been complied with or do not apply to the disposition"]

6. LAND REGISTRY

In respect of the Mortgaged Property specified in Schedule 1 the title to which is registered at the Land Registry and in respect of any other registered title(s) against which this Deed may be noted

- (a) the Chargor hereby applies to the Chief Land Registrar for a restriction in the following terms to be entered on the Proprietorship Register of the Register of Title relating thereto

"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 **23 December 2016** in favour of Prudential Trustee Company Limited referred to in the charges register or their conveyancer", and

- (b) it is hereby certified that the security created hereby does not contravene any of the provisions of the Companies Act 2006 or the Constitutional Documents of the Chargor

7. COVENANT TO MAKE FACILITIES AVAILABLE

- (a) The Beneficiaries under the Funding Agreements to which they are party, by the Security Trustee's execution of this Deed, hereby covenant with the relevant Borrower, that they will, upon and subject to each of the terms of the Funding Agreements to which they are party, make the facilities available to such Borrower (including, without limitation, advances and further advances to the extent that they are provided for in the Funding Agreements to which they are party)
- (b) For the purposes of sub-section 94(1)(c) of the Law of Property Act 1925, sub-section 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003, the obligation on the relevant Beneficiaries to make further advances will be deemed to be incorporated in this Deed as if the same were set out in this Deed
- (c) For the purposes of the Land Registration Rules 2003 and sub-section 49(3) of the Land Registration Act 2002, the Chargor hereby applies to the Chief Land Registrar for the entry of a note of the obligation to make further advances on the Charges Register of any registered land forming part of the Mortgaged Property

8 ASSIGNMENT

The Security Trustee may assign and transfer all of its respective rights and obligations hereunder to a replacement Security Trustee in accordance with the Security Trust Deed. Upon such assignment and transfer taking effect, the replacement Security Trustee shall be and be deemed to be acting as trustee for the Beneficiaries (as well as for itself) for the purposes of this Deed in place of the old Security Trustee

9. RELEASE

During the Security Period, the Security Trustee shall when required to do so under and in accordance with the Security Trust Deed release the relevant assets (or part thereof) constituting the Security Assets from the security constituted by this Deed to the extent that a Chargor is permitted to dispose of or have released to it any Security Assets by the terms of each of the Finance Documents and consequently all Beneficiaries are required by the terms of each of the Finance Documents to release, or procure the release of, such security

Upon the expiry of the Security Period, the Security Trustee shall, at the request and reasonable cost of the Chargor, take whatever action is necessary to release and reassign to the Chargor the Security Assets from the security constituted by this Deed

10 EXISTING FLOATING CHARGE

The Chargor hereby represents that to the Chargor's knowledge no event has occurred or circumstances arisen on or before the date of this Deed which has caused the crystallisation of the Existing Floating Charge[s] and the Chargor has taken no steps itself to crystallise the Existing Floating Charge

11. COUNTERPARTS

This Deed may be executed in any number of counterparts, and by the Parties on separate counterparts, each of which shall constitute an original but all of which taken together shall be deemed to constitute one and the same instrument

12. SECURITY DOCUMENT

This Deed is a Security Document for the purposes of the Security Trust Deed

13. EXEMPT CHARITY

The land charged is held by the proprietor, an exempt charity

For the avoidance of doubt, the expression **land charged** shall have the same meaning as the expression **Mortgaged Property** and the expression **the proprietor** shall have the same meaning as the expression **the Chargor**

14. SUBMISSION TO JURISDICTION

Each of the Parties hereto irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Deed (including a dispute relating to any non-contractual obligations arising out of or in connection with this Deed) and accordingly submit to the exclusive jurisdiction of the English courts. Each of the Parties waives any objection to the courts of England on the grounds that they are an inconvenient or inappropriate forum. The Security Trustee may take any suit, action or proceeding arising out of or in connection with this Deed against each of the other Parties in any other court of competent jurisdiction and concurrent proceedings in any number of jurisdictions

15. GOVERNING LAW

This Deed, and any non-contractual obligations or matters arising from or connected with it, shall be governed by, and construed in accordance with, English Law

IN WITNESS whereof this Deed has been duly executed as deed on the date stated at the beginning of this Deed

SCHEDULE 1
MORTGAGED PROPERTIES
REGISTERED LAND

The whole of the land registered at the Land Registry under the title numbers listed below and identified by reference to an attached plan in respect of the charges of part of a title number which titles include (but are not limited to) the individual properties detailed below

Property Address	Title number
21-51 (odd) Charlotte Way, Netherton, Peterborough, Cambridgeshire PE3 9ER	CB384103
94-120 and 124-132 (even) Charlotte Way, Peterborough PE3 9ES	CB366475
125-141 (odd) Charlotte Way, Netherton, Peterborough, Cambridgeshire PE3 9ER	CB382311
1-8 Alpine Close, Dogsthorpe, Peterborough, Cambs PE1 4QT	CB172271
19 and 21 Ferndale Way, Dogsthorpe, Peterborough Cambs PE1 3UD	CB305192
20 and 22 Heath Row, Dogsthorpe, Peterborough Cambs PE1 3UE	CB305169
76, 78 and 80 Larch Grove, Peterborough Cambs PE1 4JY	CB314214
24 and 26 Ling Garth, Dogsthorpe, Peterborough Cambs PE1 3UG	CB305156
22 and 24 Meadow Grove, Dogsthorpe, Peterborough Cambs PE1 3UE	CB305167
1-12 (inc), 14-28 (inc) Endurance House at 9-11 Geneva Street, Peterborough, PE1 2RT	CB113561
1-14 (inclusive) and 16-34 (even) Summerson Close, Donington, Spalding, Lincolnshire PE11 4EJ	LL319919
90a, 90b, 90c, 90d Hallfields Lane, Gunthorpe, Peterborough PE4 7YW	CB179454
1-5 (odd) 6 and 7 Luna Way, PE2 8GT, 2-12 (even) Flora Close, Peterborough PE2 8GY 1, 3, 4 and 6 Mercury Close, PE2 8JW, 7-12 (incl) 15 and 17 Fauna Way, PE2 8GZ, 2-6 (even), 10, 31- 41 (odd), 17-23 (odd), 77 and 79 Pandora Drive, PE2 8HD, 1, 6-18 (even), 24- 35 (incl), 37, 51-61 (incl), 79, 81-93 (odd) Jupiter Avenue PE2 8GQ	CB370889, CB375562, CB374011, CB375562, CB373174

UNREGISTERED LAND

None

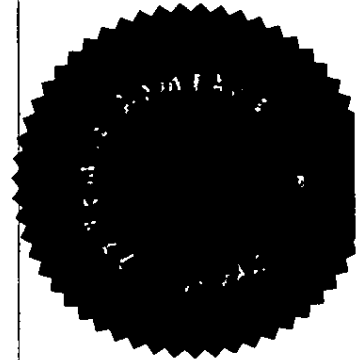
SIGNATORIES

Chargor

**EXECUTED as a DEED by affixing THE COMMON
SEAL of CROSS KEYS HOMES LIMITED**

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in the presence of

)

Executive Director



Executive Director

Michael Heekin

Security Trustee

**EXECUTED as a DEED
by affixing THE COMMON SEAL of
PRUDENTIAL TRUSTEE COMPANY LIMITED
in the presence of**

)

)

)

)

Sealing Officer

SIGNATORIES

Chargor

**EXECUTED as a DEED by affixing THE COMMON
SEAL of CROSS KEYS HOMES LIMITED**

)

)

in the presence of

)

Executive Director

Executive Director

Security Trustee

EXECUTED as a DEED
by affixing **THE COMMON SEAL** of
PRUDENTIAL TRUSTEE COMPANY LIMITED
in the presence of

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Sealing Officer



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