

# MR01

## Particulars of a charge



Companies House

672295 / #13

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

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

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

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**



\*A3H92C3E\*  
A33 26/09/2014 #96  
COMPANIES HOUSE  
\*A3GQY9Q1\*  
A26 19/09/2014 #8  
COMPANIES HOUSE

### 1 Company details

Company number 0 8 0 0 2 6 0 7 ✓

Company name in full AVENUE SERVICES (NW) LIMITED ✓

0 0 0 1 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 1 5 0 9 2 0 1 4 ✓

### 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 COMMUNITIES AND LOCAL  
GOVERNMENT

Name

Name

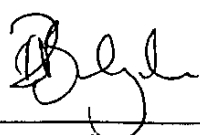
Name

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

<b>4</b>	<b>Brief description</b>	
	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"
Brief description	The 99 year lease of the land in Blacon, Chester (and any buildings erected on it) edged red on the Plan as set out in the Annexure to the instrument attached hereto and made between Cheshire West and Chester District Borough Council and Avenue Services (NW) Limited	Please limit the description to the available space
<b>5</b>	<b>Other charge or fixed security</b>	
	<p>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</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
<b>6</b>	<b>Floating charge</b>	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
<b>7</b>	<b>Negative Pledge</b>	
	<p>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</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
<b>8</b>	<b>Trustee statement <sup>①</sup></b>	
	<p>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</p> <p><input type="checkbox"/></p>	<p><sup>①</sup> This statement may be filed after the registration of the charge (use form MR06)</p>
<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the charge</p>	

# 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 **RICHARD BECKINGSALE**

Company name **WRAGGE LAWRENCE GRAHAM**

**& CO LLP**

Address **TWO SNOWHILL**

Post town **BIRMINGHAM**

County/Region

Postcode

**B**

**4**

**6**

**W**

**R**

Country **UK**

DX

**312501 BIRMINGHAM 86**

Telephone

**01213930043**



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8002607

Charge code: 0800 2607 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th September 2014 and created by AVENUE SERVICES (NW) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th September 2014.

Given at Companies House, Cardiff on 2nd October 2014



**Companies House**



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



Department for  
Communities and  
Local Government



EUROPEAN UNION  
Investing in Your Future  
European Regional  
Development Fund 2007-13

DATED 15<sup>th</sup> September 2014

AVENUE SERVICES (NW) LIMITED (1)

and

THE SECRETARY OF STATE FOR (2)  
COMMUNITIES AND LOCAL  
GOVERNMENT

and

CHESTER & DISTRICT HOUSING TRUST (3)  
LIMITED

LEGAL MORTGAGE  
Delivering Enterprise Opportunities in  
Blacon

X03030PR

WE HEREBY CERTIFY THAT THIS IS A  
TRUE COPY OF THE ORIGINAL  
DATED THIS 25<sup>th</sup> DAY OF SEPTEMBER 2014

SOLICITOR  
WIDAGOE LAWRENCE GRAHAM & Co LLP  
BIRMINGHAM

RICHARD BECKINGSALE  
PRINT NAME

WE HEREBY CERTIFY THAT THIS IS A  
TRUE COPY OF THE ORIGINAL  
DATED THIS 25<sup>th</sup> DAY OF SEPTEMBER 2014

WIDAGOE LAWRENCE GRAHAM & Co LLP  
BIRMINGHAM

PRINT NAME

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DATE OF LEGAL CHARGE

15<sup>th</sup> September

2014

**PARTIES**

- (1) **AVENUE SERVICES (NW) LIMITED** incorporated and registered in England and Wales with company number 08002607 whose registered office is at Chamber Court, Castle Street, Worcester WR1 3ZQ (the "**Chargor**")
- (2) **THE SECRETARY OF STATE FOR COMMUNITIES AND LOCAL GOVERNMENT** whose principal address is Eland House, Bressenden Place, London SW1E 5DU (the "**Chargee**")
- (3) **CHESTER & DISTRICT HOUSING TRUST LIMITED** incorporated and registered in England and Wales with company number 03842589 whose registered office is at Sanctuary House, Chamber Court, Castle Street, Worcester WR1 3ZQ ("**CDHT**")

**INTRODUCTION**

- A CDHT has entered into the Funding Agreement with the Chargee in which the Chargor has been named as a 'Delivery Partner', and CDHT has passed down certain obligations in such Funding Agreement to the Chargor
- B The Chargor owns the Property
- C Pursuant to the Funding Agreement the Chargee has required CDHT to procure that the Chargor enters into this Deed, and this Deed provides security for the funding which is made or to be made available to CDHT under the Funding Agreement

**IT IS AGREED THAT:**

**1 DEFINITIONS**

Unless the context otherwise requires, the terms which are defined in this clause shall have the meanings assigned to them by this clause

"**Act**" means the Law of Property Act 1925

"**Annexure**" means the annexure to this Deed

"**Deed**" means this legal charge

"**Default Rate**" means 2% above the base rate of Barclays Bank PLC from time to time

"**Encumbrance**" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security, trust arrangement for the purpose of providing security or other security interest of any kind securing or preferring any obligation of any person or any other arrangement having the effect of conferring rights of retention or set-off or other disposal rights over an asset (including, without limitation, title transfer and/or retention arrangements having a similar effect) and includes any agreement to create any of the foregoing

**"Event of Default"** means any event or circumstance described in clause 12 of the Funding Agreement

**"Funding Agreement"** means an agreement dated 22 October 2013 and made between the Chargee (1) and CDHT (2)

**"Grant"** shall bear the meaning given to it in the Funding Agreement

**"Land Registration Acts"** means the Land Registration Act 1925 and the Land Registration Act 2002

**"Permitted Encumbrance"** means

- a) the grant of an underlease of part of the Property to AF Blakemore and Son Limited for 21 years at a rent of £60,000 per annum after an initial 12 month rent fee,
- b) The grant of a sub-underlease of part of the Property by AF Blakemore and Son Limited to Fortify Limited,
- c) The grant of easements and wayleaves and rights to statutory suppliers,
- d) The grant of a licence to a business occupier in accordance with the Approved Use (as defined in the Funding Agreement), where the term is under 36 months

**"Plan"** means the plan of the Property in the Annexure

**"Planning Acts"** means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990 and the Planning (Consequential Provisions) Act 1990

**"Property"** means a 99 year lease of the land (and any buildings erected on it) edged blue on the Plan and made between Cheshire West and Chester District Borough Council (1) and the Chargor (2) entered into on 30 August 2013

**"Receiver"** means any receiver and/or manager not being an administrative receiver (within the meaning of Section 29(2) Insolvency Act 1986) appointed by the Chargee pursuant to this Deed

**"Repayment"** means all and any amounts of the Grant required to be repaid by CDHT to the Chargee under the terms of the Funding Agreement

**"Secured Liabilities"** means all those obligations and liabilities which CDHT covenants to pay or discharge under or pursuant to clause 3 1

**"Security Period"** means the period of 15 years from the Agreed Financial Completion Date (as defined in the Funding Agreement), or such other date as may be agreed between CDHT and the Chargee pursuant to the terms of the Funding Agreement, and notified to the Parties under the terms of clause 12 of this Deed

## 2 INTERPRETATION

- 2 1 Where appropriate, the singular includes the plural and vice versa Words importing one gender only or neuter include all other genders



- 2 2 References to clauses and schedules are to the clauses of and the schedules to this Deed and references to this Deed include its schedules
- 2 3 Where appropriate, a reference to a "person" shall be construed as a reference to any individual, firm, company, partnership, corporation or unincorporated body of persons
- 2 4 Reference to law or a law shall be construed as a reference to any present or future statute, statutory instrument, common law, decree, rule, order, judgment, EC directive or regulation treaty or other law of any jurisdiction
- 2 5 Any reference to any Act of Parliament, statutory provision or any EC directive or regulation shall be construed as a reference to that Act, provision, directive or regulation as the same may from time to time be modified, extended, re-enacted or renewed
- 2 6 Headings are inserted for convenience only and shall be ignored in its construction
- 2 7 Where the Chargee's prior consent or approval is required, that consent or approval must be obtained in writing and may be given subject to such conditions and restrictions as the Chargee may in its absolute discretion determine
- 2 8 Reference to this "Deed" or the "Funding Agreement" shall mean this legal mortgage or the Funding Agreement (as appropriate) and any schedules hereto or thereto as either may be from time to time amended, varied or supplemented whether by deed or otherwise
- 2 9 References to the Property shall be to the whole or any part of the Property unless the context requires otherwise
- 2 10 This Deed is intended to take effect as a deed notwithstanding that the Charge may have been executed under hand only

### **3 COVENANT TO PAY**

- 3 1 CDHT covenants with the Chargee that it will discharge its obligations under the Funding Agreement, and covenants to pay to the Chargee on demand
- (a) the Repayment,
  - (b) interest on any amount demanded at the Default Rate from the date of demand until payment (before as well as after judgment) compounded monthly in arrears, and
  - (c) all costs and expenses incurred by the Chargee or by a Receiver in or about the enforcement or preservation of this Deed on a full indemnity basis
- 3 2 Upon receipt by the Chargee of the Secured Liabilities or, if earlier, at the end of the Security Period the Chargee will upon request of the Chargor unconditionally discharge and release the Property and all other assets of the Chargor from the security created by this Deed

#### 4 PROPERTY CHARGED BY THIS DEED

4 1 The Chargor as a continuing security for the payment and discharge of the Secured Liabilities hereby charges to the Chargee with full title guarantee by way of legal mortgage the Property and all buildings and fixtures thereon from time to time, and the benefit of all rights, easements and privileges appurtenant to or benefiting the same

4 2 The Chargor and the Chargee hereby apply to the Chief Land Registrar to enter a restriction on the register of the Property in the following terms

"Except under an order of the Registrar no transfer, charge or other disposition is to be registered without the consent of the proprietor for the time being of the charge dated 15 September 2014 made between (1) ~~the Chargor~~ (2) ~~the Chargee~~

*WGS lead a behalf of the parties*  
Avenue Services (Nw) Limited (2) The Secretary of State for Communities and Local Government (3) ~~Chloro & Dettier Housing Trust Limited~~  
4 3 The Chargee will promptly provide its consent pursuant to the restriction to the creation of a Permitted Encumbrance

#### 5 COVENANTS BY THE CHARGOR

5 1 The Chargor covenants with and undertakes to the Chargee as follows

##### (a) Negative pledge

Not, without the Chargee's prior consent to create or attempt to create or permit to subsist or arise in favour of any person, other than a Permitted Encumbrance, any Encumbrance on or over the Property or any of its other property or assets or any agreement (conditional or otherwise) to create an Encumbrance

##### (b) Insurance and application of proceeds

- (i) To ensure that the interest of the Chargee is noted on the insurance policy for the Property
- (ii) To insure and keep insured the Property against all usual risks insured by prudent persons and such other risks as the Chargee may from time to time require (acting reasonably), in the full amount of their reinstatement cost (due allowance being made in the case of the Property for inflation during the period of insurance and the cost of employing architects, surveyors and other professionals and demolition charges) with such insurers as the Chargee shall approve (such approval not to be unreasonably withheld or delayed) with the interest of the Chargee noted on the policy on terms requiring the insurers not to cancel the policy without giving at least 14 days prior written notice to the Chargee
- (iii) To pay all premiums and other money necessary for effecting and keeping up such insurance policy on the first day on which they fall due for payment provided such insurance cover is available in the market at commercially acceptable rates and on demand by the Chargee to deliver to the Chargee such policy and the receipt (or other evidence of payment satisfactory to the Chargee) for every premium payable in respect of such policy

- (iv) To hold all money received on any insurance whatsoever in respect of loss or damage to the Property in trust for the Chargee to be applied in making good the loss or damage in respect of which the money is received or following an Event of Default or, if earlier, the date on which any of the Secured Liabilities shall have fallen due for payment or discharge in or towards discharge of the Secured Liabilities if the Chargee so requires

**(c) State of repair of buildings etc and entry and inspection**

- (i) To maintain all buildings, roads, car parks, footpaths, drains, sanitary, water apparatus and any other service media forming part of or serving the Property in no worse state of repair as they are in at the date of this Deed provided that it is accepted the Chargor may carry out the Project Activities (as defined in the Funding Agreement)
- (ii) To permit the Chargee (and any agents appointed by it) to enter and view the Property to assess its state of repair and condition by appointment made at least seven days before the proposed day of inspection

**(d) Prohibition on parting with possession dealings with any leases**

Not, without the Chargee's prior consent (such consent not to be unreasonably withheld or delayed), to grant any lease, part with possession or share occupation of the Property or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof or permit any person

- (i) to be registered (jointly with the Chargor or otherwise) as proprietor under the Land Registration Acts of the Property nor knowingly create or permit to arise any overriding interest affecting the same within the definition in those Acts, or
- (ii) to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property

save that this shall not apply to the creation of a Permitted Encumbrance

**(e) Planning and user**

- (i) Save as otherwise envisaged by the Project Activities (as defined in the Funding Agreement) not without the Chargee's prior consent
  - (A) to make nor permit to be made any change of use or material change of use (within the meaning of the Planning Acts) of the Property from that at the date of this Deed, and
  - (B) to make nor permit to be made any change of use or material change of use from the Approved Use (as defined in the Funding Agreement), and

- (C) not without forwarding to it a copy of the plans in respect thereof, carry out in, on, over or under the Property any development (within the meaning of the Planning Acts)
- (ii) To comply in all material respects with the conditions subject to which any permission for development of the Property (within the meaning of the Planning Acts) is granted, the building regulations and other bye-laws and the provisions of any other order, direction or requirement made or given by any planning or local authority, or any Minister of the Crown and keep the Chargee indemnified in respect of any breach thereof
- (iii) To observe and perform all covenants and stipulations for the time being affecting the Property or the mode of use or enjoyment of the same so as not to adversely affect the value or marketability of the Property and not without the Chargee's prior consent to enter into any onerous or restrictive obligations affecting the Property
- (iv) Within seven days of receipt to send to the Chargee copies and, if required, the originals of any notice, order or proposal given, issued or made by the Chargor by any local or other authority or person whether under the Planning Acts or otherwise relating to the Property and without delay comply with any such lawful notice, order or proposal and at the request of the Chargee make or join with the Chargee in making such objections or representations against or in respect of any such notice, order or proposal as the Chargee shall deem expedient (acting reasonably)
- (v) To comply with all laws relating to anything on or done on the Property
- (vi) As and when the same become payable, pay and indemnify the Chargee and any Receiver against all existing and future rent, taxes, rates, duties, charges, licence fees, assessments and outgoings whatsoever which are payable in respect of the Property or by the owner or occupier thereof

**(f) Notification**

To notify the Chargee immediately of any act or omission which would entitle the Chargee to demand immediate repayment of the Secured Liabilities

- 5 2 If the Chargor at any time defaults in complying with any of the obligations under this Deed, the Chargee shall, without prejudice to its other rights under this Deed, be entitled (but not bound) to make good such default. All costs and expenses incurred by the Chargee under this provision shall be payable by the Chargor to the Chargee within 7 days of demand together with interest at the Default Rate from the date of payment by the Chargee until repayment (both before and after judgment) and if not so paid shall be added to the liabilities secured by this Deed
- 5 3 If, following a demand made pursuant to clause 5 1(b)(iii), the Chargor fails to deliver the policy of insurance in respect of the Property or receipt evidencing payment of the current premium (or other evidence of payment satisfactory to the Chargee) for

the same the Chargee shall be entitled to assume that the Chargor has made default in insuring the Property and shall be entitled to take the action specified in clause 5 2

- 5 4 Without prejudice to clause 5 1(d), during the continuance of this Deed the Chargor may not exercise any of the statutory and any other powers of leasing, letting, entering into agreement for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies save that this shall not prevent the creation of a Permitted Encumbrance

## **6 APPOINTMENT AND POWERS OF RECEIVER**

- 6 1 At any time on or after (i) an Event of Default and/or (ii) the date on which any of the Secured Liabilities shall have fallen due for payment or discharge and/or (iii) a request by the Chargor, the Chargee may, in writing under the hand of any director or manager of the Chargee, appoint any person to be a Receiver of the Property A Receiver so appointed shall be the agent of the Chargor for all purposes and the Chargor shall be solely responsible for his acts or defaults and for his remuneration Any Receiver so appointed shall in addition to any powers conferred by law and without the restrictions contained in section 103 of the Act, have the power on behalf of and at the cost of the Chargor

### **(a) To take possession**

To take possession of, collect and get in the Property and all rents and other income thereof (whether accrued before or after the date of his appointment) in such manner as he may think fit

### **(b) To sell and deal with the Property etc**

To sell (whether by public auction, private contract or otherwise) and without the need to observe the provisions of sections 99 and 100 of the Act, to lease or grant a licence or franchise of the Property or accept surrenders of any lease of the Property or otherwise dispose of or deal with the Property or (if the Property is leasehold) to vary or surrender the lease or concur in doing any of the same on such terms and for such consideration payable on such terms as in each case he may think fit

### **(c) To maintain and develop the Property**

To commence or complete any unfinished demolition, construction, maintenance, repairs, improvements, development or reconstruction of the Property in such manner as he may in his absolute discretion think fit and obtain all necessary planning permission, building regulation approvals and any other permissions, consents or licences as may be necessary to develop or otherwise deal with the Property as he may in his absolute discretion think fit

### **(d) To raise finance**

To raise or borrow any money from or incur any other liability to the Chargee or others on such terms and with or without security as he may think fit to enable him to exercise all the powers conferred on him (including borrowing money for the completion with or without modification of any building in the course of construction and any development or project which he considers

beneficial notwithstanding that such borrowing may escalate out of proportion to the Secured Liabilities) and so that any such security may be or include a mortgage or charge on the Property ranking in priority to this Deed or otherwise

**(e) To settle disputes etc**

To bring, defend, compromise, settle or discontinue any claims, actions, suits or proceedings whatsoever whether civil or criminal which may arise or have arisen in connection with the Property or this Deed (including against the Chargor), or (if he considers appropriate) to submit the same to arbitration or allow time for payment of any debts either with or without security

**(f) To appoint professionals**

To appoint managers, agents, officers, servants and workmen for any of the purposes mentioned in this clause or to protect the Property at such salaries and for such periods as he may determine and with power to dismiss the same

**(g) To insure**

To maintain, renew, take out or increase the insurance cover in respect of the Property

**(h) To form companies**

To promote the formation of companies with a view to the same purchasing, leasing, licensing, franchising or otherwise acquiring interests in the Property and arrange for such companies to trade or cease to trade and to purchase, lease, licence, franchise or otherwise acquire the Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit

**(i) To give receipts and execute documents and do all thing incidental**

To give valid receipts for all money and to sign any document and execute any deed and do all such acts and things which he considers incidental or conducive to any of his powers or for realising the Property and generally to use the name of the Chargor for all such purposes

- 6 2 Any Receiver shall in the exercise of his powers, authority and discretions conform to the directions from time to time given by the Chargee
- 6 3 No purchaser or other person shall be concerned to inquire whether any power exercised or purported to be exercised by a Receiver or the Chargee has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by or other dealing by a Receiver
- 6 4 Where more than one Receiver is appointed, each Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Chargee may specify to the contrary in its appointment

- 6 5 The Chargee may at any time and from time to time remove any Receiver appointed by it and appoint another in his place or appoint an additional person as Receiver and may either at the time of appointment or any time subsequently and from time to time fix the remuneration of any Receiver

## **7 POWERS OF THE CHARGE**

- 7 1 At any time on or after (i) an Event of Default and/or (ii) the date on which any of the Secured Liabilities shall have fallen due for payment or discharge and/or (iii) a request by the Chargor, the Chargee may exercise (without further notice and without the restrictions contained in section 103 of the Act and whether or not it shall have appointed a Receiver) all or any powers conferred on mortgagees by the Act as hereby varied or extended and all the powers and discretion hereby conferred on a Receiver Nothing that shall be done by or on behalf of the Chargee shall render it liable to account as a mortgagee in possession for any sums other than actual receipts

- 7 2 The statutory powers of leasing conferred on the Chargee shall be extended so as to authorise the Chargee to lease and make agreements for leases at a premium or otherwise and to accept surrenders of leases and grant options as the Chargee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the Act

- 7 3 The Chargee and every Receiver, attorney, manager, agent or other person appointed by the Chargee under this Deed shall be indemnified by the Chargor in respect of all liabilities and expenses incurred directly or indirectly by any of them in the execution or purported execution of any of the powers, authorities or discretions vested in them or under this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Property and the Chargee and any such Receiver, attorney, manager, agent or other person may retain and pay all sums in respect of such liabilities and expenses out of any money received by it or him pursuant to the powers conferred by this Deed

## **8 APPLICATION OF MONEY RECEIVED**

All monies received by the Chargee, or a Receiver shall be applied by it or him, as the case may be, in the following order

- 8 1 in satisfaction of the costs, charges, borrowings and expenses incurred by it or him,
- 8 2 in payment of such remuneration as may be agreed between any such Receiver and the Chargee at or from time to time after his appointment which, without prejudice to the generality of the foregoing, may be at a rate appropriate to the work and responsibilities involved and in accordance with the basis of charging from time to time adopted by the Receiver's firm (as applicable),
- 8 3 in or towards satisfaction of the Secured Liabilities, and
- 8 4 the surplus (if any) shall be paid to the person entitled thereto

## **9 FURTHER ASSURANCE**

The Chargor shall forthwith if and when called upon by the Chargee execute in favour of the Chargee or as the Chargee shall direct such further legal or other mortgages or charges as the Chargee shall require over the Property or its other assets to perfect the security hereby created or otherwise to secure the Secured Liabilities. Such mortgages or charges shall be prepared by or on behalf of the Chargee at the cost of the Chargor and be in such form as the Chargee may reasonably require.

## **10 MISCELLANEOUS**

- 10.1 No delay or omission by the Chargee in exercising any right or power under this Deed shall impair such right or power or be construed as a waiver of such right or power nor shall any single or partial exercise or waiver of any such right or remedy preclude any further exercise of them or the exercise of any other right or power. The rights and remedies of the Chargee provided in this clause are cumulative and not exclusive of any rights or remedies provided by law.
- 10.2 The Chargee may from time to time waive or authorise on such terms and conditions (if any) as it may choose, any breach or proposed breach by the Chargor of any of the covenants, provisions or obligations contained in this Deed, without prejudice to the rights of the Chargee in respect of any subsequent breach of them.
- 10.3 All provisions of this Deed are severable and distinct from one another and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 10.4 This Deed shall be a continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, charge, mortgage or other security (whether created by the deposit of documents or otherwise) now or hereafter held by or available to the Chargee and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Chargee now or hereafter dealing with exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or giving time for payment or indulgence or compounding with any other person liable.
- 10.5 No assurance, security or payment which may be avoided or adjusted under any enactment relating to bankruptcy or insolvency or under the Insolvency Act 1986 and no release, settlement or discharge given or made by the Chargee on the faith of any such assurance, security or payment shall prejudice or affect the right of the Chargee to recover from the Chargor (including the right to recover any monies which it may have been compelled by due process of law to refund under the provisions of the Insolvency Act 1986 and any costs payable by it pursuant to or otherwise incurred in connection with such process) or to enforce the security created by or pursuant to this Deed to the full extent of the Secured Liabilities.



## **11 FORMAL DEMAND AND NOTICES**

11 1 Any notice to or demand upon the Chargor under this Deed shall be in writing and shall be deemed to be duly served if it is addressed to a director of the Chargor at its address stated above or such other address as it shall notify the Chargee and

(a) is delivered by courier, or

(b) is sent by special delivery

11 2 Any written notice required to be served upon the Chargee under this Deed shall be served by courier or by sending it by special delivery to its address at the head of this Deed or such other address or addresses as shall from time to time be notified in writing by the Chargee

11 3 A notice or demand so served shall be deemed to have been received

(a) if delivered by courier when the receipt for delivery is signed,

(b) if posted, 24 hours after being posted (except where that would result in receipt on a Saturday, Sunday or public holiday in which case it shall be deemed to be received on the next working day) notwithstanding that it is returned undelivered

## **12 THIRD PARTY CONTRACT RIGHTS**

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any terms of this Deed

## **13 GOVERNING LAW AND JURISDICTION**

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

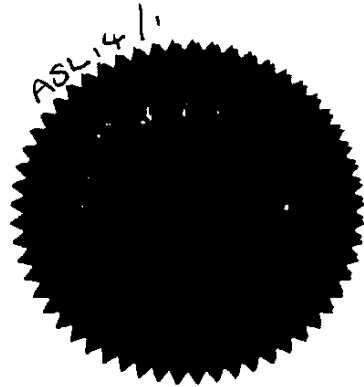
**IN WITNESS** of which the parties have executed this Deed as a deed on the date set out above

The Chargor

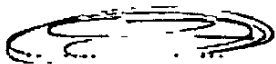
EXECUTED and DELIVERED )  
as a DEED <sup>affixing the Seal of</sup> by AVENUE SERVICES )  
(NW) LIMITED <sup>acting by a two directors</sup> )  
~~of a director~~ in the presence of <sup>one secretary</sup> )  
the secretary/a witness <sup>a witness</sup> )



Signature of director Ian McDermott  
Chief Operating Officer



Print Name



Signature of director/secretary/witness David Bennett  
Group Chief Executive

Print Name

The Chargee

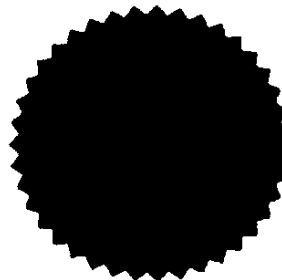
EXECUTED as a DEED by affixing )  
THE CORPORATE SEAL of the )  
SECRETARY OF STATE FOR )  
COMMUNITIES AND LOCAL )  
GOVERNMENT in the presence of )



Authorised signatory

DAVID READ

Print name

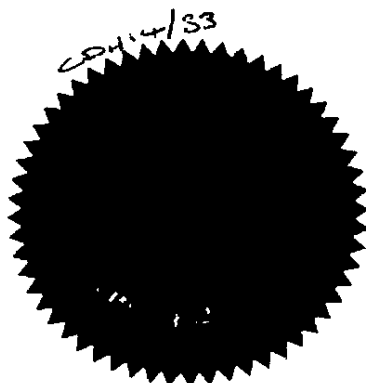



Seal Ref Number NW/0324

CDHT

EXECUTED as a DEED by affixing  
THE SEAL of CHESTER & DISTRICT  
HOUSING TRUST LIMITED  
in the presence of

)  
)  
)  
)



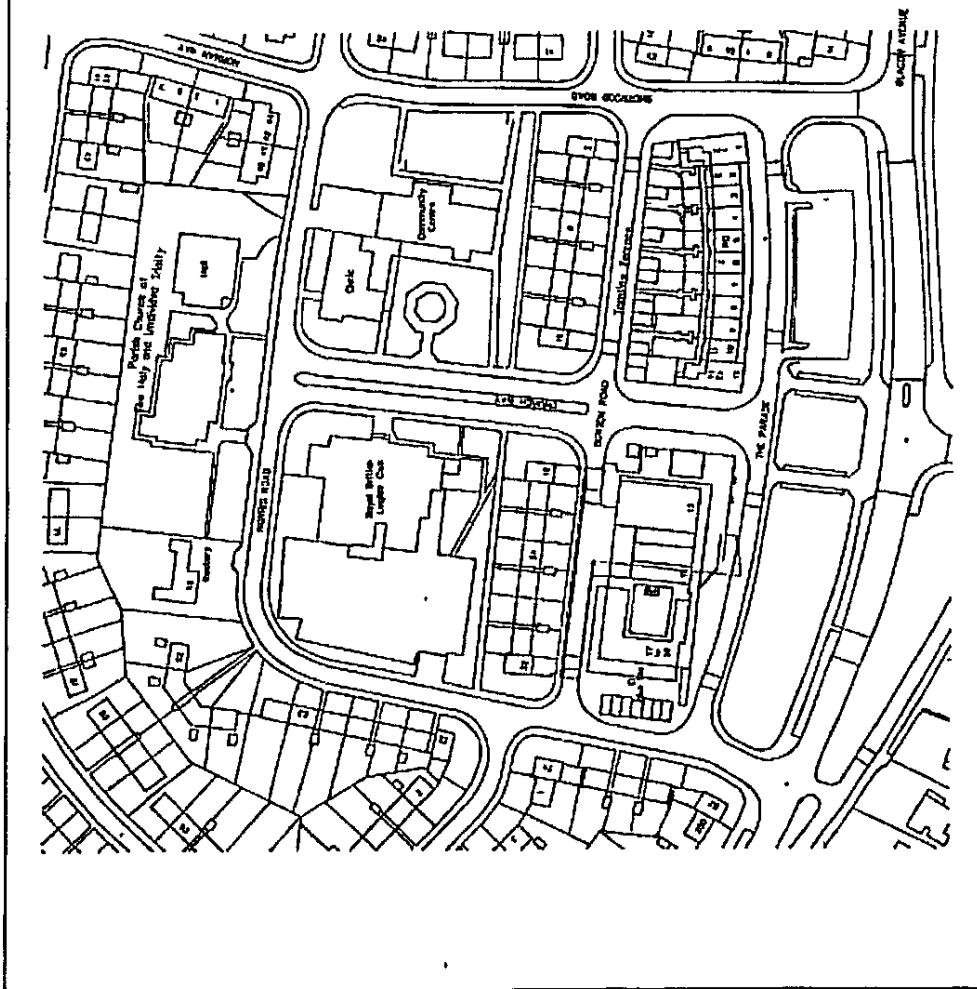
  
\_\_\_\_\_  
Authorised signatory

\_\_\_\_\_  
Print name

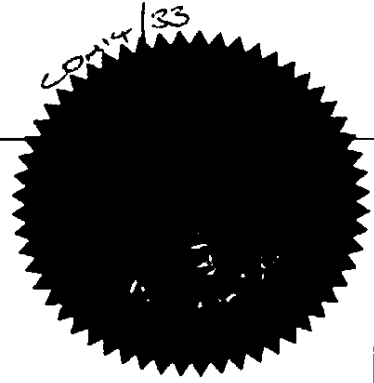
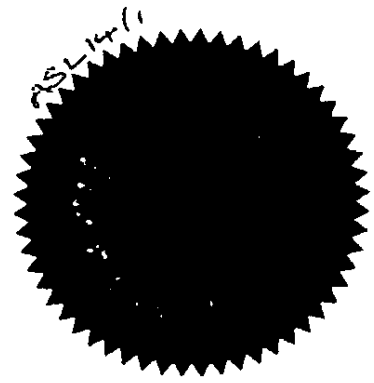
IAN MCCORMOTT

\_\_\_\_\_

**Annexure**  
**The Plan of the Property**



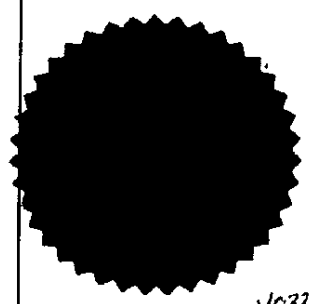
*Handwritten signature*



19 OLD HALL STREET  
LIVERPOOL  
L3 5JD  
TELEPHONE +44 (0)151 242 8222  
FACSIMILE +44 (0)151 238 4457  
EMAIL [info@brockcarmichael.co.uk](mailto:info@brockcarmichael.co.uk)  
WEB SITE [www.brockcarmichael.co.uk](http://www.brockcarmichael.co.uk)

**Brock Carmichael Architects**

Client	Scale	Drawn	Checked	Date
CHESTER AND DISTRICT HOUSING TRUST	1:12500	EF	EF	08/12
BLACON PARADE	Job number	11 015	Drawing number	11 015
BOUNDARY COMMUNITY ENTERPRISE	Drawing title			



Sent Ref N180DFNW/0324

*Handwritten signature*



EUROPEAN UNION  
Investing in Your Future  
European Regional  
Development Fund 2002-13