



Registration of a Charge

Company name: **PIRTON (DEVELOPMENTS) LIMITED**

Company number: **08418493**



X6KA24A0

Received for Electronic Filing: **30/11/2017**

Details of Charge

Date of creation: **29/11/2017**

Charge code: **0841 8493 0002**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **OSBORNE CLARKE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8418493

Charge code: 0841 8493 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th November 2017 and created by PIRTON (DEVELOPMENTS) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th November 2017 .

Given at Companies House, Cardiff on 4th December 2017

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 30 November 2017

Signed Osborne Clarke LLP

Osborne Clarke LLP

2 Temple Back East

Temple Quay, Bristol

BS1 6EG

Deed of Assignment

- (1) Pirton (Developments) Limited as Chargor
- (2) The Royal Bank of Scotland plc as Lender

Dated 29 November 2017

Osborne Clarke LLP

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This Deed is made on

29 November

2017

Between:

- (1) **Pirton (Developments) Limited** (company number 08418493) whose registered office is at Pirton Grange, Pirton, Hitchin, Herts SG5 3HB (the "**Chargor**"); and
- (2) **The Royal Bank of Scotland plc** in its capacity as Lender (the "**Lender**").

This Deed witnesses as follows:

1. **Definitions and Interpretation**

1.1 **Definitions**

The following expressions shall have the following meanings when used in this Deed:

"**Assigned Contract**" means the Guarantee Bond dated 10 August 2016 entered into between (1) MP Building Limited, (2) the Chargor and (3) Aviva Insurance Limited as from time to time modified, amended, varied, supplemented or novated with the full benefit of all negotiable or non-negotiable instruments, guarantees, indemnities, debentures mortgages, charges, liens and other security in respect of the same.

"**Authorisations**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Borrowed Money**" means any Indebtedness of the Chargor for or in respect of:

- (a) borrowing or raising money (with or without security), including any premium and any capitalised interest on that money;
- (b) any bond, note, loan stock, debenture, commercial paper or similar instrument;
- (c) any acceptances under any acceptance credit or bill discounting facility (or dematerialised equivalent) or any note purchase or documentary credit facilities;
- (d) monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to the Chargor if those receivables or financial assets are not paid when due;
- (e) any deferred payment for assets or services acquired, other than trade credit that is given in the ordinary course of trading and which does not involve any deferred payment of any amount for more than 60 days;
- (f) any rental or hire charges under any finance lease (whether for land, machinery, equipment or otherwise);
- (g) any counter-indemnity obligation in respect of any guarantee, bond, indemnity, standby letter of credit or other instrument issued by a third party in connection with the Chargor's performance of a contract;
- (h) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities which are not shown as borrowed money on the Chargor's balance sheet because they are contingent, conditional or otherwise);
- (i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the mark to market value shall be taken into account); and

- (j) any guarantee, counter-indemnity or other assurance against financial loss given by the Chargor for any Indebtedness of the type referred to in any other paragraph of this definition incurred by any person.

When calculating Borrowed Money, no liability shall be taken into account more than once.

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Event of Default" means each of the events of default listed in clause 8 of this Deed.

"Indebtedness" means any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations.

"LPA" means the Law of Property Act 1925.

"Party" means a party to this Deed.

"Receiver" means a receiver or receiver and manager of the whole or any part of the Security Assets.

"Related Rights" means, where used in relation to an asset, the following:

- (a) the proceeds of sale and/or other realisation of that asset (or any part thereof or interest therein);
- (b) all Security, Authorisations, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such asset; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such asset.

"Secured Liabilities" means all present and future monies, obligations and liabilities of the Chargor to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether or not the Lender was an original party to the relevant transaction and in whatever name or style, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Assets" means:

- (a) the assets charged or assigned by way of security to the Lender by this Deed; and
- (b) any assets held on trust by the Chargor for the Lender.

"Security Period" means the period from the date of this Deed until the date on which the Lender has determined (acting reasonably) that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and that no commitment is outstanding.

"Subsidiary" shall have the meaning given to such term in Section 1159 of the Companies Act 2006.

1.2 Construction

- (a) Unless a contrary indication appears, a reference in this Deed to:

- (i) the "Lender", the "Chargor", any "Party" or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations;
 - (ii) the term the "Lender" includes, where the context so admits, references to any delegate of such person;
 - (iii) "assets" includes present and future properties, revenues and rights of every description;
 - (iv) a reference to an agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended or restated;
 - (v) "guarantee" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
 - (vi) "indebtedness" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (vii) a "person" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium, partnership or other entity (whether or not having separate legal personality);
 - (viii) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
 - (ix) a provision of law is a reference to that provision as amended or re-enacted; and
 - (x) a time of day is a reference to London time.
- (b) Section, Clause and Schedule headings are for ease of reference only.
 - (c) Any references to the Lender or any Receiver shall include its Delegate.

1.3 **Third party rights**

- (a) Unless expressly provided to the contrary in a document or Security a person who is not a party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") to enforce or enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any document or Security, the consent of any person who is not a party is not required to rescind or vary this Deed at any time.

1.4 **Implied covenants for title**

The obligations of the Chargor under this Deed shall be in addition to the covenants for title deemed to be included in this Deed by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.

1.5 **Effect as a Deed**

This Deed is intended to take effect as a deed notwithstanding that the Lender may have executed it under hand only.

1.6 Trusts

The perpetuity period for any trusts created by this Deed is 125 years.

2. Covenant to pay

The Chargor as primary obligor covenants with the Lender that it will on demand pay to the Lender the Secured Liabilities when the same fall due for payment.

3. Security Assets

3.1 Security Assignment

As security for the payment of the Secured Liabilities, the Chargor assigns, by way of security, with full title guarantee to the Lender all its rights, title and interest in the Assigned Contract and all Related Rights in respect thereof.

3.2 Fixed charge

To the extent that the assets described in sub-clause 3.1 (*Security Assignment*) are not effectively assigned by way of security pursuant to sub-clause 3.1 (*Security Assignment*), the Chargor, as security for the payment of the Secured Liabilities, charges all its rights and interests in (and claims under) those assets in favour of the Lender, with full title guarantee, by way of fixed charge.

4. Nature of Security

4.1 Continuing security

- (a) The Security created by this Deed is to be a continuing security notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or any other matter or thing.
- (b) The Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor. This waiver applies irrespective of any law or any provision of any document or Security to the contrary.
- (c) Until the Security Period has ended, the Lender may refrain from applying or enforcing any other monies, Security or rights held or received by the Lender in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same.

4.2 Non-merger of Security

The Security created by this Deed is to be in addition to and shall neither be merged with nor in any way exclude or prejudice or be affected by any other Security or other right which the Lender may now or after the date of this Deed hold for any of the Secured Liabilities, and this Deed may be enforced against the Chargor without first having recourse to any other rights of the Lender.

5. Further assurances and protection of priority

5.1 General

- (a) The Chargor shall, at its own expense, promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s)):
 - (i) to perfect or protect the Security created or intended to be created under, or evidenced by, this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed) or for the exercise of any rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law;
 - (ii) to confer on the Lender or confer on the Lender, Security over any assets of the Chargor, located in any jurisdiction, equivalent or similar to the Security intended to be conferred by or pursuant to this Deed and, pending the conferring of such Security, hold such assets upon trust (or in any manner required by the Lender) for the Lender; and/or
 - (iii) to facilitate the realisation or enforcement of the assets which are, or are intended to be, the subject of the Security created, or intended to be created, by this Deed.
- (b) The Chargor shall take all such action (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to this Deed.

5.2 **Notices**

The Chargor shall, on the date of this Deed, give notice of the assignment of the Assigned Contract to each counterparty in the form set out in Schedule 1 (*Form of notice*), and shall use all reasonable endeavours to procure that each person on whom a notice is served, executes and delivers to the Lender an acknowledgement of that notice in the relevant form scheduled to this Deed or in such other form as the Lender may require.

6. **Representations and Warranties**

The Chargor makes the representations and warranties listed below in favour of the Lender.

6.1 **Status**

The Chargor is duly incorporated and validly existing under the laws of England and Wales and is fully qualified and empowered to own its own assets and carry out its business.

6.2 **Powers**

The Chargor has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of this Deed and the transactions contemplated by it.

6.3 **Non-contravention**

The entry into and performance by the Chargor of, and the transactions contemplated by, this Deed do not and will not contravene or conflict with:

- (a) any agreement or instrument binding on it or constitute a default or termination event (however described) under any such agreement or instrument; or
- (b) any law or regulation or judicial or official order applicable to it.

6.4 Authorisations

The Chargor has obtained all required or desirable authorisations to enable it to enter into, exercise its rights and comply with its obligations in this deed and to make it admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect.

6.5 Binding obligations

- (a) The Chargor's obligations under this deed are legal, valid, binding and enforceable.
- (b) This deed creates valid, legally binding and enforceable Security for the obligations expressed to be secured by it in favour of the Lender, having the priority and ranking expressed to be created by this deed and ranking ahead of all (if any) Security and rights of third parties, except those preferred by law.

6.6 No default

- (a) No Event of Default or, on the date of this deed, event or circumstance which would, on the expiry of any grace period, the giving of notice, the making of any determination, satisfaction of any other condition or any combination thereof, constitute an Event of Default has occurred and is continuing.
- (b) No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination, satisfaction of any other condition or any combination thereof, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on it or to which any of its assets is subject which has or is reasonably likely to have a material adverse effect on its assets or condition, or its ability to perform its obligations under this Deed.

6.7 Pari passu ranking

Its payment obligations under this Deed rank at least pari passu with all its other present and future unsecured payment obligations, except for obligations mandatorily preferred by law.

6.8 No filing or stamp taxes

No stamp or registration duty or similar tax or charge is payable in its jurisdiction of incorporation in respect of this Deed and it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in any jurisdiction.

6.9 Information

All information provided by it or on its behalf in connection with or pursuant to this Deed was true and accurate in all material respects as at the date it was provided or as at the date (if any) it was stated and nothing was omitted from such information that results in such information being untrue or misleading in any material respect.

6.10 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a materially adverse effect on its ability to comply with its obligations under this Deed have (to the best of its knowledge and belief) been started or threatened against it.

6.11 Security Assets

- (a) The Assigned Contract is in full force and effect and free from any Security of any kind, none of the parties to the Assigned Contracts is in default thereunder and no variation of the Assigned Contract is contemplated.

- (b) The Chargor has not assigned any of its rights under the Assigned Contract to any other person and there is no restriction on assignment under the terms of the Assigned Contract.
- (c) The Assigned Contract as provided to the Lender before the date of this deed, evidences all terms of the relevant Security Assets, and there are no other documents, agreements or arrangements that may affect the operation or enforceability of the Security Assets.
- (d) No Assigned Contract or other document, agreement or arrangement comprising the Security Assets is void, voidable or otherwise unenforceable.

6.12 **Debts**

The Chargor is able to pay its debts as they fall due and that it will not be rendered unable to do so as a result of entering into and performing this Deed.

6.13 **Withholding Tax**

The Chargor is not required under the laws of its jurisdiction of residence or elsewhere to make any deduction or withholding for or on account of tax from any payment it may make under this Deed to the Lender.

6.14 **Repetition**

The representations in this clause are deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of this Deed and each day of the Security Period.

7. **Undertakings**

7.1 **Duration of undertakings**

The Chargor undertakes to the Lender in the terms of this clause for the duration of the Security Period.

7.2 **General undertakings**

(a) *Negative pledge and disposal restrictions*

It will not:

- (i) create or agree to create or permit to subsist or arise any Security over all or any part of the Security Assets; or
- (ii) sell, transfer, lend or otherwise dispose of all or any part of the Security Assets or agree or attempt to do the same,

except with the prior written consent of the Lender.

(b) *Deposit of documents or title deeds*

It will deposit with the Lender a certified copy of the Assigned Contract and any other document which the Lender may require for the purposes of perfecting the Security created by this Deed.

(c) *Compliance with laws*

It shall at all times comply with all laws and regulations applicable to it and will obtain and maintain in full force and effect all Authorisations which may at any time be required with respect to the Assigned Contract.

(d) *Information*

It shall supply promptly to the Lender such information in relation to the Assigned Contract as the Lender may request.

7.3 Dealings with Assigned Contract

(a) The Chargor shall

- (i) take all reasonable and practical steps to preserve and enforce its rights and pursue any claims and remedies arising under the Assigned Contract; and
- (ii) unless the Lender agrees otherwise, comply with the terms of the Assigned Contract and any other document, agreement or arrangement comprising the Security Assets.

(b) The Chargor shall not amend, vary, novate, supplement, supersede, waive or terminate any term of an Assigned Contract without the prior written consent of the Lender.

(c) When an Event of Default is continuing, the Chargor shall ensure that all money payable to, or other property receivable by, the Chargor under or in relation to the Security Assets is paid or delivered to the Lender (or that the Chargor pays over or delivers such amounts to the Lender).

7.4 Power to remedy

If the Chargor fails to comply with any covenant set out in sub-clauses 7.2 (*General undertakings*) to 7.3 (*Dealings with Assigned Contracts*), it will allow (and irrevocably authorises) the Lender or any Receiver to take any action on its behalf which the Lender or the Receiver deems necessary or desirable to ensure compliance with those covenants. The Chargor shall reimburse to the Lender and/or any Receiver, on demand, all amounts expended by the Lender or any Receiver in remedying such failure together with interest in accordance with sub clause 15.7 (*Default interest*) from the date of payment by the Lender or Receiver (as the case may be) until the date of reimbursement.

8. Events of default

8.1 Each of the following events shall be an Event of Default:

- (a) the Chargor fails to pay any of the Secured Liabilities when due, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three Business Days of its due date;
- (b) the Chargor fails (other than a failure to pay referred to in paragraph (a) of this definition) to comply with any provision of this deed or any other agreement with the Lender (if the Lender considers, acting reasonably, that the default is capable of remedy) such default is not remedied within 14 days of the earlier of the Lender notifying the Chargor of the default and the remedy required and the Chargor becoming aware of the default;
- (c) any representation, warranty or statement made, repeated or deemed made by the Chargor to the Lender is (or proves to have been) incomplete, untrue, incorrect or misleading when made, repeated or deemed made;

- (d) the Chargor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a substantial part of its business; and
- (e) any Borrowed Money is not paid when due or within any originally applicable grace period;
- (f) any Borrowed Money becomes due, or capable of being declared due and payable prior to its stated maturity by reason of an event of default (however described);
- (g) any commitment for Borrowed Money is cancelled or suspended by a creditor of the Chargor by reason of an event of default (however described);
- (h) any creditor of the Chargor or any of its Subsidiaries becomes entitled to declare any Borrowed Money due and payable prior to its stated maturity by reason of an event of default (however described);
- (i) the Chargor or any of its Subsidiaries stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due;
- (j) the Chargor or any of its Subsidiaries commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties);
- (k) a moratorium is declared in respect of any Indebtedness of the Chargor or any of its Subsidiaries;
- (l) any action, proceedings, procedure or step is taken for the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Chargor or any of its Subsidiaries;
- (m) any action, proceedings, procedure or step is taken for a composition, compromise, assignment or arrangement with any creditor of the Chargor or any of its Subsidiaries;
- (n) any action, proceedings, procedure or step is taken for the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its Subsidiaries or any of their assets;
- (o) the value of the Chargor's or any of its Subsidiaries' assets is less than its liabilities (taking into account contingent and prospective liabilities);
- (p) any event occurs in relation to the Chargor or any of its Subsidiaries similar to those set out in paragraphs (l) to (o) (inclusive) under the laws of any applicable jurisdiction;
- (q) a distress, attachment, execution, expropriation, sequestration or other analogous legal process in any jurisdiction is levied, enforced or sued out on, or against, the Chargor's assets;
- (r) any Security on or over the assets of the Chargor becomes enforceable;
- (s) any provision of this deed or any document under which the Chargor owes obligations to the Lender is or becomes invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect;
- (t) the Chargor repudiates or shows an intention to repudiate this deed or any document under which the Chargor owes obligations to the Lender; or
- (u) any event occurs (or circumstances exist) which, in the opinion of the Lender, has or is likely to materially and adversely affect the Chargor's ability to perform all or any of

its obligations under, or otherwise comply with the terms of, this deed or any document under which the Chargor owes obligations to the Lender.

9. Enforcement and powers of the Lender

9.1 Enforcement

At any time when an Event of Default is continuing, the Security created pursuant to this Deed shall be immediately enforceable and the Lender may in its absolute discretion and without notice to the Chargor or the prior authorisation of any court:

- (a) enforce all or any part of the Security created by this Deed and take possession of or dispose of all or any of the Security Assets in each case at such times and upon such terms as it sees fit; and
- (b) whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:
 - (i) conferred from time to time on mortgagees by the LPA (as varied or extended by this Deed) or by law; and
 - (ii) granted to a Receiver by this Deed or from time to time by law.

9.2 Power of sale

For the purpose of all rights and powers implied or granted by law, the Secured Liabilities are deemed to have fallen due on the date of this Deed. The power of sale and other powers conferred by section 101 of the LPA and all other enforcement powers conferred by this Deed shall be immediately exercisable at any time when an Event of Default is continuing.

9.3 Statutory restrictions

The restriction on the consolidation of mortgages and on power of sale imposed by sections 93 and 103 respectively of the LPA shall not apply to the Security constituted by this Deed.

9.4 Appropriation

- (a) In this Deed, "financial collateral" has the meaning given to that term in the Financial Collateral Arrangements (No.2) Regulations 2003.
- (b) At any time when an Event of Default is continuing, the Lender may appropriate all or part of the financial collateral in or towards satisfaction of the Secured Liabilities.
- (c) The Parties agree that the value of any such Security Assets appropriated in accordance with sub-clause 9.4(b) shall be the market price of such Security Assets at the time the right of appropriation is exercised as determined by the Lender by reference to such method or source of valuation as the Lender may reasonably select, including by independent valuation. The Parties agree that the methods or sources of valuation provided for in this sub-clause or selected by the Lender in accordance with this sub-clause shall constitute a commercially reasonable manner of valuation for the purposes of the Financial Collateral Arrangements (No.2) Regulations 2003.
- (d) The Lender shall notify the Chargor, as soon as reasonably practicable, of the exercise of its right of appropriation as regards such of the Security Assets as are specified in such notice.

10. Appointment of a Receiver

10.1 Appointment

- (a) At any time when an Event of Default is continuing, or at the request of the Chargor or its directors, the Lender may, without prior notice to the Chargor, in writing (under seal, by deed or otherwise under hand) appoint a Receiver in respect of the Security Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in his place.

- (b) Section 109(1) of the LPA shall not apply to this Deed.

10.2 Several Receivers

If at any time there is more than one Receiver, each Receiver may separately exercise all of the powers conferred by this Deed (unless the document appointing such Receiver states otherwise).

10.3 Remuneration of Receiver

The Lender may from time to time fix the remuneration of any Receiver appointed by it from time to time. For the purpose of this sub-clause, the limitation set out in section 109(6) of the LPA shall not apply.

10.4 Liability of Lender for actions of a Receiver

Each Receiver shall be the agent of the Chargor which shall be solely responsible for his acts or defaults, and for his remuneration and expenses, and be liable on any agreements or engagements made or entered into by him. The Lender shall not be responsible for any misconduct, negligence or default of a Receiver.

11. Powers of a Receiver

A Receiver shall have (and be entitled to exercise) in relation to the Security Assets over which he is appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

- (a) all of the specific powers set out in Schedule (*Powers of Receiver*);
- (b) all of the powers of an administrative receiver set out in schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- (c) all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- (d) all of the powers conferred on the Lender under this Deed;
- (e) all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which the Chargor itself could do or omit to do; and
- (f) the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, the Chargor; the collection and/or realisation of Security Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of the Chargor (whether under hand, or by way of deed or by utilisation of the company seal of the Chargor)).

12. Application of monies

12.1 Order of application

All amounts from time to time received or recovered by the Lender pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of the Security created by this Deed (for the purposes of this clause, the "**Recoveries**") shall be held by the Lender on trust to apply the same at any time as the Lender (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause), in the following order, after the payment of any preferential debts ranking in priority to the Secured Liabilities:

- (a) in discharging any sums owing to any Receiver and in payment of all costs and expenses incurred by the Lender in connection with any realisation or enforcement of the Security created by this Deed;
- (b) in payment of any Secured Liabilities; and
- (c) the balance of any Recoveries, after all amounts due under sub-clauses 12.1(a) to (b) (inclusive) have been paid in full, to the Chargor.

The provisions of this sub-clause will override any appropriation made by the Chargor.

12.2 Prospective liabilities

When an Event of Default is continuing, the Lender may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Lender with such financial institution (including itself) and for so long as the Lender shall think fit (the interest being credited to the relevant account) for later application under sub-clause 12.1 (*Order of application*) in respect of:

- (a) any sum to the Lender or any Receiver; and
- (b) any part of the Secured Liabilities,

that the Lender reasonably considers, in each case, might become due or owing at any time in the future.

12.3 Investment of proceeds

Prior to the application of the proceeds of the Recoveries in accordance with sub-clause 12.1 (*Order of application*) the Lender may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Lender with such financial institution (including itself) and for so long as the Lender shall think fit (the interest being credited to the relevant account) pending the application from time to time of those monies in the Lender's discretion in accordance with the provisions of sub-clause 12.1 (*Order of application*).

12.4 Currency conversion

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

12.5 Permitted deductions

The Lender shall be entitled, in its discretion:

- (a) to set aside by way of reserve, amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be

required by any applicable law to make from any distribution or payment made by it under this Deed; and

- (b) to pay all Taxes which may be assessed against it in respect of any of the Security Assets, or as a consequence of performing its duties, or by virtue of its capacity as Lender under any document or Security.

13. Protection of third parties

13.1 No obligation to enquire

No purchaser from, or other person dealing with, the Lender or a Receiver shall be obliged or concerned to enquire whether:

- (a) the right of the Lender or Receiver to exercise any of the powers conferred by this Deed has arisen or become exercisable or as to the propriety or validity of the exercise or purported exercise of any such power; or
- (b) any of the Secured Liabilities remains outstanding or be concerned with notice to the contrary and the title and position of such a purchaser or other person shall not be impeachable by reference to any of those matters.

13.2 Receipt conclusive

The receipt of the Lender or any Receiver shall be an absolute and a conclusive discharge to a purchaser, and shall relieve such purchaser of any obligation to see to the application of any monies paid to or by the direction of the Lender or any Receiver.

14. Protection of the Lender

14.1 No liability

Neither the Lender nor any Receiver shall be liable in respect of any of the Security Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers.

14.2 Possession of Security Assets

Without prejudice to sub-clause 14.1 (*No liability*), if the Lender or any Receiver enters into possession of the Security Assets, it will not be liable to account as mortgagee in possession and may at any time at its discretion get out of such possession.

14.3 No proceedings

No Party (other than the Lender, a Receiver or a Delegate in respect of its own officers, employees or agents) may take any proceedings against any officer, employee or agent of the Lender, a Receiver or Delegate in respect of any claim it might have against the Lender, a Receiver or Delegate or in respect of any act or omission of any kind by that officer, employee or agent in relation to any agreement or any Security Asset and any officer, employee or agent of the Lender, a Receiver or Delegate may rely on this sub-clause subject to sub-clause 1.3 (*Third party rights*) and the provisions of the Third Parties Rights Act.

15. Costs and expenses, indemnities and default interest

15.1 Initial expenses

The Chargor shall promptly on demand pay the Lender the amount of all costs and expenses (including legal fees) reasonably incurred by it in connection with the negotiation, preparation, printing, execution and perfection of:

- (a) this Deed and any other documents referred to in this Deed; and
- (b) any other agreement or Security with the Lender executed after the date of this Deed.

15.2 ***Amendment costs***

If the Chargor requests an amendment, waiver or consent in connection with this Deed, the Chargor shall, within 3 Business Days of demand, reimburse the Lender for the amount of all costs and expenses (including legal fees) reasonably incurred by it in responding to, evaluating, negotiating or complying with that request.

15.3 ***Enforcement expenses***

The Chargor shall, immediately on demand pay to the Lender the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of, or the preservation or review of any rights under, this Deed and any other documents referred to in this Deed.

15.4 ***Stamp duties, etc.***

The Chargor will on demand indemnify the Lender, from and against any liability for any stamp, documentary, filing and other duties and Taxes (if any) which are or may become payable in connection with this Deed.

15.5 ***Currency indemnity***

- (a) If any sum due from the Chargor under this Deed (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

- (i) making or filing a claim or proof against the Chargor; or
- (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Chargor shall as an independent obligation, within 3 Business Days of demand, indemnify the Lender to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

- (b) the Chargor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency or currency unit other than that in which it is expressed to be payable.

15.6 ***Other indemnity***

The Chargor shall promptly indemnify the Lender against any cost, loss or liability incurred by it:

- (a) as a result of:
 - (i) any failure by the Chargor to comply with its obligations under this Deed;
 - (ii) the taking, holding, protection or enforcement of the Security created by this Deed;

- (iii) the exercise of any of the rights, powers, discretions and remedies vested in it by this Deed or by law; or
- (b) which otherwise relates to any of the Assigned Contract or the performance of the terms of this Deed (otherwise than as a result of its gross negligence or wilful misconduct).

15.7 **Default interest**

- (a) If the Chargor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at a rate which is 2 per cent higher than the rate above the interest cost to the Lender (as conclusively determined by the Lender) of funding the overdue amount.
- (b) Any interest accruing under this sub-clause shall be immediately payable by the Chargor on demand by the Lender.
- (c) Default interest (if unpaid) arising on an overdue amount will be compounded with the overdue amount at the end of each month but will remain immediately due and payable.
- (d) Any interest accruing under this Deed will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.

16. **Cumulative powers and avoidance of payments**

16.1 **Cumulative powers**

The powers which this Deed confers on the Lender and any Receiver appointed under this Deed are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the relevant person thinks appropriate. The Lender or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever. The respective powers of the Lender and the Receiver will in no circumstances be suspended, waived or otherwise prejudiced by anything other than an express consent or amendment.

16.2 **Amounts avoided**

If any amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or set aside on the liquidation or administration of a Chargor or otherwise, then for the purposes of this Deed that amount shall not be considered to have been paid.

16.3 **Discharge conditional**

Any settlement or discharge between the Chargor and the Lender shall be conditional upon no security or payment to the Lender by the Chargor or any other person being avoided, set aside, ordered to be refunded or reduced by virtue of any provision or enactment relating to insolvency and accordingly (but without limiting the other rights of the Lender under this Deed) the Lender shall be entitled to recover from the Chargor the value which the Lender has placed on that security or the amount of any such payment as if that settlement or discharge had not occurred.

17. **Ruling-off accounts**

If the Lender receives notice of any subsequent Security or other interest affecting any of the Security Assets it may open a new account for the Chargor in its books. If it does not do so then (unless it gives written notice to the contrary to the Chargor), as from the time it receives

that notice, all payments made by the Chargor to it (in the absence of any express appropriation to the contrary) shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

18. Power of attorney

The Chargor, by way of security, irrevocably and severally appoints each of the Lender and any Receiver as its attorney (with full power of substitution and delegation) in its name and on its behalf and as its act and deed to execute, seal and deliver (using the company seal where appropriate) and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the terms of this Deed, or which may be required or deemed proper in the exercise of any rights or powers conferred on the Lender or any Receiver under this Deed or otherwise for any of the purposes of this Deed, and the Chargor covenants with the Lender and any Receiver to ratify and confirm all such acts or things made, done or executed by that attorney.

19. Delegation

19.1 The Lender and any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by or pursuant to this Deed.

19.2 That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender or any Receiver may, in its discretion, think fit in the interests of the Lender or any Receiver and it shall not be bound to supervise, or be in any way responsible for any loss incurred by reason of any misconduct or default on the part of any such delegate or sub-delegate.

20. Redemption of prior charges

The Lender may redeem any prior Security on or relating to any of the Security Assets or procure the transfer of that Security to itself, and may settle and pass the accounts of any person entitled to that prior Security. Any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor. The Chargor will on demand pay to the Lender all principal monies and interest and all losses incidental to any such redemption or transfer.

21. Set-off and other rights

21.1 Set-off rights of the Lender

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

21.2 Unliquidated claims

If the relevant obligation or liability is unliquidated or unascertained, the Lender may set-off the amount which it estimates (in good faith) will be the final amount of that obligation or liability once it becomes liquidated or ascertained.

21.3 No deductions

All payments under this Deed by the Chargor shall be made without any set-off, counterclaim or equity and (subject to the following sentence) free from, clear of and without deduction for any taxes, duties, levies, imposts or charges whatsoever, present or future. If the Chargor is compelled by the law of any applicable jurisdiction (or by an order of any regulatory authority in such jurisdiction) to withhold or deduct any sums in respect of taxes, duties, levies, imposts

or charges from any amount payable to a Lender under this Deed or, if any such withholding or deduction is made in respect of any recovery under this Deed, the Chargor shall pay such additional amount so as to ensure that the net amount received by that Lender shall equal the full amount due to it under the provisions of this Deed (had no such withholding or deduction been made).

22. Notices

22.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

22.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below or any substitute address, fax number or department or officer as any Party may notify to the Lender (or the Lender may notify to the other Parties, if a change is made by the Lender) by not less than 5 Business Days' notice.

22.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

- (i) if by way of fax, when received in legible form; or
- (ii) if by way of letter, when it has been left at the relevant address or 5 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under sub-clause 22.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).
- (c) Any communications or document which becomes effective in accordance with sub-clauses 22.3(a) to (b) after 5:00pm in the place of receipt shall be deemed only to be effective on the following day.

22.4 Electronic communications

- (a) Any communication to be made between any two Parties under or in connection with this Deed may be made by electronic mail or other electronic means to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two Parties:
- (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (ii) (notify each other of any change to their address or any other such information supplied by them by not less than 5 Business Days' notice.

- (b) Any electronic communication made between those two Parties will be effective only when actually received in readable form and in the case of any electronic communication made by a Party to the Lender only if it is addressed in such a manner as the Lender shall specify for this purpose.
- (c) Any electronic communication which becomes effective, in accordance with sub-clause 22.4(b), after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

22.5 English language

- (a) Any notice given under or in connection with this Deed must be in English.
- (b) All other documents provided under or in connection with this Deed must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Lender, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

23. Miscellaneous

23.1 Assignment

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed. The Lender may assign and transfer all or any part of its rights and obligations under this Deed.

23.2 Certificates conclusive

Any certification or determination by a Lender of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

23.3 Invalidity of any provision

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

23.4 Counterparts

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

23.5 Covenant to release

At the end of the Security Period, the Lender shall, at the request and cost of the Chargor, release and re-assign the Security Assets from the security constituted by this Deed by executing a release substantially in the form set out in Schedule 2 (*Form of Deed of Release*) with such amendments as the Lender may agree.

24. Governing law

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

25. Jurisdiction

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

In witness this Deed is executed on the date appearing at the head of page 1.

Schedule 1
Form of notice

To: Aviva Insurance Limited
Pitheavlis
Perth
PH2 0NH

Dated: _____ 2017

Dear Sirs

Re: Guarantee Bond Number 25159591 dated 10 August 2016 (the "Agreement")

We notify you that we have assigned, by way of security to The Royal Bank of Scotland plc (the "**Lender**") all our right, title and interest in the Agreement as security for certain obligations owed by us to the Lender.

We further notify you that:

- 1 you may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Lender. Thereafter, we will cease to have any right to deal with you in relation to the Agreement and therefore, from that time, you should deal only with the Lender;
- 2 you are authorised to disclose information in relation to the Agreement to the Lender on request;
- 3 after receipt of written notice in accordance with paragraph 1, you must pay all monies to which we are entitled under the Agreement direct to the Lender (and not to us) unless the Lender otherwise agrees in writing; and
- 4 the provisions of this notice may only be revoked or amended with the prior written consent of the Lender.

Please sign and return the enclosed copy of this notice to the Lender (with a copy to us) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you will not amend in any way, waive or release any rights, interest or benefit in relation to the Agreement or terminate the Agreement without the prior written consent of the Lender;
- (c) you have not received notice that we have assigned or charged our rights under the Agreement to a third party or created any other interest in the Agreement in favour of a third party; and
- (d) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against us any right of set-off, counter-claim or other right relating to the Agreement.

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

Yours faithfully

A large black rectangular redaction box covering the signature and name of the representative of Pirton (Developments) Limited.

.....
for and on behalf of
Pirton (Developments) Limited

[On acknowledgement copy]

To: The Royal Bank of Scotland plc

Copy to: Pirton (Developments) Limited

We acknowledge receipt of the above notice and the notifications therein, agree to abide by its terms and confirm the matters set out in paragraphs (a) to (d) (inclusive) of that notice.

.....
for and on behalf of
Aviva Insurance Limited

Dated: _____ 2017

Schedule 2

Form of Deed of Release

This Deed of Release is made on

20●●

Between:

- (1) ● [The Lender] (the "Lender"); and
- (2) ● [The Chargor] Limited (company number ●) whose registered office is at ● (the "Chargor").

It is agreed as follows:

- 1 Capitalised terms used but not otherwise defined in this Deed have the meaning ascribed to them by the deed of assignment by way of security granted by the Chargor to the Lender on ● (the "Assignment").
- 2 The Lender releases all and any Security (including any assignment by way of security) created by, or evidenced in, the Assignment (together the "Security Interests").
- 3 The Lender agrees, subject to its costs for so doing being fully indemnified by the Chargor, to execute such other documents for the release of the Security Interests as the Chargor may reasonably require, including, without limitation, notices of reassignment.
- 4 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English Law.

In witness this Deed is executed on the date appearing at the head of page 1.

[Add signature blocks]

NOTE: this deed of release is intended to provide a simple template for the Lender to execute on redemption of the secured liabilities without needing to take additional legal advice at such time should it choose not to. It cannot therefore be negotiated until the time of release, at which point the Lender will consider any proposed amendments from the Chargor.

Schedule 3
Powers of Receiver

1 Possession

Take immediate possession of, get in and collect the Security Assets or any part thereof.

2 Realisation of assets

Sell, exchange, convert into money and realise the Security Assets or concur in so doing by public auction or private contract and generally in such manner and on such terms as he in his discretion may think fit. Without prejudice to the generality of the foregoing, he may do any of these things for any valuable consideration, whether full market value or otherwise, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as he in his discretion may think fit.

3 Registration

Use the Chargor's name to effect any registration or election for tax or other purposes.

4 Borrowing

For the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Deed or of defraying any costs (including, without limitation, his remuneration) which are incurred by him in the exercise of such powers, authorities or discretions or for any other purpose, to raise and borrow money or incur any other liability either unsecured or secured on the Security Assets, either in priority to the Security created by this Deed or otherwise, and generally on such terms as he in his discretion may think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of money so raised or borrowed.

5 Advance credit

Advance credit, in the ordinary course of the Chargor's business, to any person.

6 Make calls

Make, or require the directors of the Chargor to make, such calls upon the shareholders of the Chargor in respect of any uncalled capital of the Chargor as the Receiver in his discretion may require and enforce payment of any call so made by action (in the name of the Chargor or the Receiver as the Receiver in his direction may think fit) or otherwise.

7 Compromise

Settle or compromise any claim, adjust any account, refer to arbitration any dispute and deal with any question or demand relating in any way to the Security Assets, as he in his discretion may think fit.

8 Proceedings

In the name of the Chargor, bring, prosecute, enforce, defend or abandon all such actions, suits and proceedings in relation to the Security Assets as he in his discretion may think fit.

9 Receipts

Give valid receipts for all monies and execute all assurances and things which he in his discretion may think proper or desirable for realising the Security Assets.

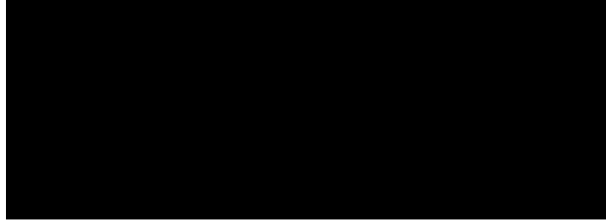
10 Delegation

Delegate any or all of his powers in accordance with this Deed.

Signatories to Deed of Assignment

Chargor

Executed as a Deed by)
Pirton (Developments) Limited)
acting by J. MOFFATT)
a director)
in the presence of:)
MARY MOFFATT)



Signature of director

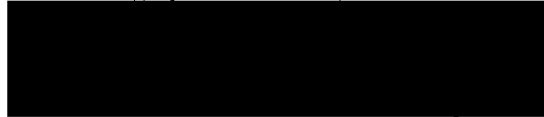


Signature of witness

Name of witness

MARY MOFFATT

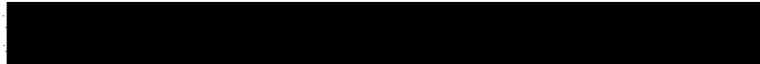
Address of witness



Occupation of witness

Notice Details

Address:

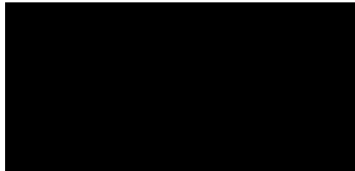


Facsimile:

Attention: Ian Fryer

Lender

Signed by Janet Knight)
authorised signatory)
for and on behalf of)
The Royal Bank of Scotland plc)



Notice Details

Address:

Facsimile: 020 7615 4470

Attention: Ian Fryer

