



Registration of a Charge

Company name: **CONNAUGHT HOUSE WAKEFIELD LIMITED**

Company number: **10921810**



X6FI8QY0

Received for Electronic Filing: **22/09/2017**

Details of Charge

Date of creation: **12/09/2017**

Charge code: **1092 1810 0002**

Persons entitled: **PETER DUFFY LIMITED**

Brief description: **THE LAND AND BUILDINGS LYING TO THE EAST OF LEEDS ROAD, LOFTHOUSE GATE AS CONTAINED IN LAND REGISTRY TITLE NUMBERS WYK364807 AND YY67908.**

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: **I 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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10921810

Charge code: 1092 1810 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th September 2017 and created by CONNAUGHT HOUSE WAKEFIELD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd September 2017 .

Given at Companies House, Cardiff on 26th September 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**

DATED

12 September

2017

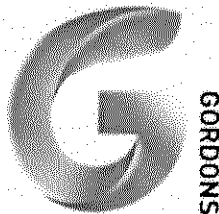
CONNAUGHT HOUSE WAKEFIELD LIMITED

and

PETER DUFFY LIMITED

LEGAL CHARGE

We hereby certify this to be a true
and accurate copy of the original
GORDONS LLP
Gordons LLP
Solicitors, Leeds
Date: 22/09/17



Solicitors
Leeds and Bradford
Ref: DMF/SLH/DUF9/20

THIS DEED is made on

12 September

2017

BETWEEN:

- (1) **CONNAUGHT HOUSE WAKEFIELD LIMITED** (company number 10921810) whose registered office is at Connaught House Park View, Lofthouse, Wakefield, West Yorkshire WF3 3HA (the **Chargor**); and
- (2) **PETER DUFFY LIMITED** (company number 01051852) whose registered office is at Connaught House, Park View, Lofthouse Gate, Wakefield, West Yorkshire WF3 3HA (the **Lender**).

IT IS AGREED:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Deed, unless the context otherwise requires:

Affiliate means in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company;

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing or registration;

Asset Transfer Agreement means the asset transfer agreement made between the Chargor and the Lender and dated on or about the date of this Deed;

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London;

Charged Assets means all the undertaking, property and assets of the Chargor described in clause 3.1 and clause 3.2 including any part thereof and any interest therein;

Collateral Instruments means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person;

Default Rate means 4% per annum above the base rate of HSBC Bank Plc from time to time;

Event of Default means any event or circumstance specified in clause 12;

Finance Documents means the documents governing the terms of the Secured Liabilities;

Financial Indebtedness means indebtedness arising from:

- (a) borrowing (including overdrafts) and amounts raised that have the commercial effect of borrowing;
- (b) any issued bonds, notes, debentures or similar instruments;
- (c) any liabilities under finance or capital leases;
- (d) any sold or discounted receivables;
- (e) counter-indemnity obligations in relation to guarantees, indemnities, standby or documentary letters of credit and similar instruments; and
- (f) the amount of any liability under a guarantee or indemnity for any of the items listed in paragraphs (a) to (e) above;

Holding Company means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

Insurances means all contracts or policies of insurance relating to the Charged Assets in which the Chargor has an interest;

LPA means the Law of Property Act 1925;

Occupational Lease means any agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Chargor is landlord or licensor;

Party means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative;

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, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and any regulations or subordinate legislation made (before or after this Deed) under those statutes and any other statute or regulation governing or controlling the use or development of land and buildings;

Property means the land and buildings lying to the East of Leeds Road, Lofthouse Gate as contained in Land Registry title numbers WYK364807 & YY67908;

Receiver means any one or more receivers and/or managers appointed by the Lender pursuant to this Deed in respect of the Chargor or over all or any of the Charged Assets;

Rental Income means the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of a Property;

Secured Liabilities means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2;

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 Period means the period from the date of this Deed until the Lender confirms in writing to the Chargor that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Lender has no continuing obligation to make facilities available to the Chargor; and

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006.

1.2 Construction

1.2.1 Any reference in this Deed to:

1.2.1.1 **assets** includes present and future property, revenues and rights of every description;

1.2.1.2 clauses and schedules are references to clauses and schedules of this Deed;

1.2.1.3 **this Deed** or any other agreement or instrument is a reference to this Deed or that other agreement or instrument as the same may have been, or may from time to time be, amended, novated, replaced, restated, supplemented or varied provided that, where the consent of the Lender is required pursuant to any Finance Document or otherwise to such amendment, novation, replacement, restatement, supplement or variation, such consent has been obtained;

1.2.1.4 **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;

- 1.2.1.5 a **guarantee** includes any guarantee, indemnity, counter indemnity or other assurance in respect of the indebtedness of any person;
- 1.2.1.6 a **person** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing and includes its successors and (in the case of the Lender only) its permitted assignees and transferees;
- 1.2.1.7 a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of the law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.1.8 a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination;
- 1.2.1.9 a provision of law is a reference to that provision as amended or re-enacted; and
- 1.2.1.10 a **charge** or **mortgage** of any freehold or leasehold property includes:
 - 1.2.1.10.1 all buildings, fixtures and fixed plant and machinery on that property;
 - 1.2.1.10.2 the proceeds of sale of the whole or any part of that property; and
 - 1.2.1.10.3 all rights appurtenant to or benefiting that property.
- 1.2.2 Clause and schedule headings are for ease of reference only.
- 1.2.3 An Event of Default is continuing if it has not been remedied to the satisfaction of the Lender or waived by the Lender in writing.
- 1.2.4 This Deed is intended to take effect as a deed notwithstanding that a Party may have executed it under hand only.
- 1.2.5 Any grant of rights with full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee pursuant to section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994.
- 1.2.6 Words importing the plural shall include the singular and vice versa.
- 1.3 **Asset Transfer Agreement definitions**

Unless the context otherwise requires or unless otherwise defined in this Deed, words and expressions defined in the Asset Transfer Agreement shall have the same meaning when used in this Deed.
- 1.4 **Third party rights**
 - 1.4.1 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
 - 1.4.2 The consent of any person which is not a Party is not required to rescind or vary this Deed or any other agreement entered into under or in connection with it.
- 1.5 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of each Finance Document relating to any disposition of property shall be deemed to be incorporated in this Deed.

2. SECURED LIABILITIES

2.1 Covenant to pay

The Chargor covenants with the Lender that it will on demand pay all moneys and discharge all liabilities now or hereafter due, owing or incurred by it to the Lender, including but not limited to under the Asset Transfer Agreement, when the same become due for payment or discharge whether by acceleration or otherwise, and whether express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Lender or purchased or otherwise acquired by it; denominated in sterling or in any other currency; or incurred on any bank account or in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Lender in relation to any such moneys or liabilities or generally in respect of the Chargor.

2.2 Interest on late payments

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 the Default Rate. Such interest (if unpaid) shall be compounded monthly.

3. CHARGES

3.1 Fixed charge

The Chargor charges to the Lender, as a continuing security for the payment and discharge of the Secured Liabilities, the following assets, both present and future:

3.1.1 by way of legal mortgage the Property;

3.1.2 by way of fixed charge:

3.1.2.1 the benefit of all agreements relating to each Property to which it is or may become a party or otherwise entitled;

3.1.2.2 its rights under the appointment of any managing agent of the Property;

3.1.2.3 all its rights, title and interest in the Insurances;

3.1.2.4 the benefit of all Authorisations held in connection with the use of any Charged Assets or any business operated on or from any Property and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets; and

3.1.2.5 if and in so far as any assignment in clause 3.2 shall for any reason be ineffective as an assignment, the assets referred to in that clause.

3.2 Assignment

The Chargor assigns to the Lender absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to the Rental Income and all the Chargor's other rights, title and interest under each Occupational Lease, on the unconditional and irrevocable payment and discharge in full of the Secured Liabilities, the Lender will, at the request and cost of the Chargor, reassign the Charged Assets referred to in this clause 3 to the Chargor or as it may direct.

3.3 **Priority**

The charges and assignments created by this Deed:

3.3.1 rank as first charges or assignments; and

3.3.2 are given with full title guarantee.

4. **NOTICES OF ASSIGNMENT IN RELATION TO OCCUPATIONAL LEASES**

4.1 **Requirement to serve notices**

The Chargor shall give notice in the form specified in the schedule to the other parties to each Occupational Lease that the Chargor has assigned to the Lender all its right, title and interest in each Occupational Lease.

4.2 **Timing of notices**

The Chargor shall give the notices referred to in clause 4.1 on request by the Lender.

4.3 **Acknowledgements**

The Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form appended to such notice within 5 Business Days of that notice being given.

5. **UNDERTAKINGS**

5.1 **General**

The Chargor shall promptly on becoming aware of the same notify the Lender of the occurrence of any Event of Default listed in clause 12, together with the steps being taken to remedy it (if applicable).

5.2 **Duration**

The undertakings in this clause 5 remain in force during the Security Period.

5.3 **Negative Pledge**

The Chargor shall not create or permit to subsist any Security over any of the Charged Assets, unless otherwise expressly permitted by the Lender.

5.4 **Rental Income**

The Chargor will:

5.4.1 collect in the ordinary course of its business and pay into a bank account specified by the Lender all Rental Income and hold the proceeds of such Rental Income (until payment into such bank account) on trust for the Lender;

5.4.2 not, without the prior written consent of the Lender:

5.4.2.1 set off, vary, postpone or release any obligation of any person to pay Rental Income; or

5.4.2.2 do or omit to do anything which may delay or prejudice the full recovery of any Rental Income.

5.5 **Deposit of deeds**

The Chargor will deposit with the Lender (to be held at the risk of the Chargor) all deeds and documents of title relating to the Property and such other Charged Assets as the Lender may require.

5.6 **Compliance with covenants**

The Chargor will:

- 5.6.1 observe and perform in all material respects all covenants, burdens, stipulations, requirements and obligations from time to time affecting the Charged Assets or the use, ownership, occupation, possession or other enjoyment of the Charged Assets whether imposed by statute, contract, lease or otherwise;
- 5.6.2 do all acts necessary to preserve its rights, title and interest in and to the Charged Assets; and
- 5.6.3 not, without the written prior consent of the Lender, enter into any onerous or restrictive obligations affecting any of the Charged Assets.

5.7 Property outgoings

The Chargor will punctually pay, or cause to be paid, and indemnify the Lender and any Receiver against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings now or at any time payable in respect of the Property or any part thereof or by any owner or occupier.

5.8 Development and alterations

- 5.8.1 The Chargor will not, without the prior written consent of the Lender or as required by a Finance Document, make or permit others to make any application for planning permission in respect of any part of the Property or make any structural or material alteration or addition to the Property or carry out or permit to be carried out any development on, or permit any change of use of (as each such expression is defined in the Planning Acts) any part of the Property.
- 5.8.2 In the event that, during the Security Period, any Property is intended to be developed or is in the course of development (in each case with the consent of the Lender), the Chargor shall:
 - 5.8.2.1 proceed diligently and to the satisfaction of the Lender and any competent authority with such development in all respects in conformity with all planning and by-law consents which shall together with the plans and specifications be produced to the Lender for approval prior to the commencement of any works of development; and
 - 5.8.2.2 obtain such further insurance as shall be required and specified by the Lender.

5.9 Repair

The Chargor will keep all its buildings, fixtures, fittings, plant and machinery comprised in the Charged Assets (or procure that they are kept) in good repair and in good working order and condition (fair wear and tear excepted in the case of fixtures, plant and machinery) and fully protected against damage or deterioration.

5.10 Access

The Chargor will permit any person appointed by the Lender, without the Lender becoming liable to account as mortgagee in possession, (at reasonable times and on reasonable notice and subject to the terms of the Occupational Leases) to enter on and inspect the state of the Property.

5.11 Information

The Chargor will produce to the Lender such documents or information relating to the Property as the Lender may from time to time reasonably request and promptly deliver to the Lender a copy of any notice or proceedings served by any person on the Chargor concerning any Property or alleging any breach of its obligations relating to any Property.

5.12 Notices

- 5.12.1 The Chargor will, within 5 Business Days of receipt, give full particulars to the Lender of any notice, order or direction having specific application to the Property or to the area in which any Property is situate, given or made by any planning authority or other public body or authority whatever.
- 5.12.2 The Chargor will, if requested by the Lender, without delay and at its own cost take all reasonable or necessary steps to comply with any such notice, order or direction.
- 5.12.3 The Chargor will further, if requested by the Lender, but at its own cost, make or join with the Lender in making such objections or representations against or in respect of any such notice, order or direction as the Lender shall reasonably deem expedient.
- 5.12.4 Any compensation received by the Chargor as a result of any notice or order shall be applied in repayment of the Secured Liabilities.

5.13 Planning Acts

The Chargor will:

- 5.13.1 not do or knowingly omit or knowingly suffer to be done or omitted any act, matter or thing in, on or in respect of any Property required to be done or omitted by the Planning Acts or which shall contravene the provisions of the Planning Acts; and
- 5.13.2 indemnify the Lender on demand against all actions, proceedings, costs, expenses, claims and demands whatsoever suffered by the Lender in respect of any such act, matter or thing so contravening the provisions of the Planning Acts.

5.14 Headlease

- 5.14.1 The Chargor will pay the rents reserved by, and observe and perform the covenants, stipulations and conditions contained in, the leases of the leasehold properties forming part of the Property (if any) and on the part of the tenant to be paid, observed and performed.
- 5.14.2 The Chargor will use all reasonable endeavours to procure the observance and performance by the landlord under such leases of the covenants, stipulations and conditions on the part of the landlord to be observed and performed.

5.15 Compliance with law

The Chargor will at all times acquire and maintain all Authorisations required by its ownership, use or occupation of the Property or for the conduct of any business operated on or from any Property or the ownership and use of the Charged Assets and will comply with all terms and conditions relating to such Authorisations and with all other applicable laws and will not do or permit any act or omission whereby any such Authorisations would be liable to be varied or revoked.

5.16 Jeopardy

The Chargor will not do, or cause or permit to be done, anything which may depreciate, jeopardise or otherwise prejudice the value of any Property without the prior written consent of the Lender.

5.17 Land Registration Acts

The Chargor will not, without the prior written consent of the Lender:

- 5.17.1 permit any person to be registered as proprietor under the Land Registration Acts of any Property;

- 5.17.2 create or knowingly permit to arise or subsist any overriding interest affecting any Property; or
- 5.17.3 permit any person to become entitled to any proprietary right or interest which might reasonably be expected adversely to affect the value of any Property or any other Charged Asset.

5.18 Insurances

- 5.18.1 The Chargor must ensure that all times Insurances are maintained in full force and effect, which:
 - 5.18.1.1 insure the Chargor in respect of its interests in each Property and the plant and machinery on each Property (including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs) and to:
 - 5.18.1.1.1 provide cover against loss or damage by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes;
 - 5.18.1.1.2 provide cover for site clearance, shoring or propping up, professional fees and value added tax together with adequate allowance for inflation;
 - 5.18.1.1.3 provide cover against acts of terrorism, including any third party liability arising from such acts;
 - 5.18.1.1.4 provide cover for loss of rent (in respect of a period of not less than 3 years) including provision for any increases in rent during the period of insurance; and
 - 5.18.1.2 include property owners' public liability and third party liability insurance;
 - 5.18.1.3 insure such other risks as a prudent company in the same business as the Chargor would insure; and
 - 5.18.1.4 in each case are in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Lender.
- 5.18.2 The Chargor will procure that the Lender is either joint insured or, if so agreed by the Lender, noted as mortgagee and loss payee on each such insurance policy and that every such policy shall contain:
 - 5.18.2.1 a standard mortgagee clause whereby such insurance shall not be vitiated or avoided as against a mortgagee in the event or as a result of any misrepresentation, act or neglect or failure to make disclosure on the part of the insured party or any circumstance beyond the control of the insured party; and
 - 5.18.2.2 terms providing that it shall not be invalidated so far as the Lender is concerned for failure to pay any premium due without the insurer first giving to the Lender not less than 10 Business Days' notice.
- 5.18.3 The Chargor will promptly on request supply copies of such Insurances to the Lender and will notify the Lender of new policies, renewals made and material variations or cancellations of policies made or, to the knowledge of the Chargor, threatened or pending.

- 5.18.4 The Chargor shall not do or permit to be done anything which may make void or voidable any of the Insurances.
- 5.18.5 The Chargor shall promptly pay all premiums and do all other things necessary to keep all of the Insurances.
- 5.18.6 If the Chargor fails to comply with any of the provisions of this clause 5.18, the Lender shall immediately be entitled to effect the Insurances concerned at the expense of the Chargor.
- 5.18.7 Subject to clause 5.18.8, the Chargor shall apply all monies received or receivable under any Insurance (other than any Insurance in respect of third party liability) towards replacing, restoring or reinstating the relevant asset. Any proceeds of insurance received by the Chargor shall, pending such replacement, restoration or reinstatement, be credited to a bank account specified by the Lender.
- 5.18.8 To the extent that any Insurance and any Occupational Lease does not restrict the proceeds of insurance being used to prepay the Secured Liabilities, the proceeds of insurance shall:
 - 5.18.8.1 if at the relevant time an Event of Default has occurred and is continuing; or
 - 5.18.8.2 at any other time, if the Lender requests or requires it in writing, be used to prepay the Secured Liabilities

5.19 Restrictions on dealing with Charged Assets

- 5.19.1 The Chargor will not without the prior written consent of the Lender, (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the Charged Assets or agree to do so.
- 5.19.2 The Chargor shall not, other than as permitted in the Finance Documents, exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the LPA or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same.

5.20 Power to remedy

- 5.20.1 If the Chargor at any time defaults in complying with any of its obligations contained in this Deed, the Lender shall, without prejudice to any other rights arising as a consequence of such default, be entitled to make good such default and the Chargor irrevocably authorises the Lender and its employees and agents by way of security to do all such things necessary or desirable in connection with the same.
- 5.20.2 Any moneys so expended by the Lender shall be repayable by the Chargor to the Lender on demand together with interest at the Default Rate from the date of payment by the Lender until such repayment, both before and after judgment.

6. FURTHER ASSURANCE

6.1 Further assurance

The Chargor shall, if and when required by the Lender:

- 6.1.1 execute such further Security and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to create, perfect, protect or maintain the security intended to be created by this Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same; and

- 6.1.2 affix to such items of the Charged Assets or endorse or cause to be endorsed thereon such labels, signs, memoranda or other recognisable identification markings as the Lender shall require referring or drawing attention to the security constituted by or pursuant to this Deed.

6.2 Certain documentary requirements

Such further Security and assurances shall be prepared by or on behalf of the Lender, at the expense of the Chargor, and shall contain an immediate power of sale without notice, a clause excluding section 93 of the LPA, a clause excluding the restrictions contained in section 103 of the LPA and such other clauses for the benefit of the Lender as the Lender may reasonably require.

7. CERTAIN POWERS OF THE LENDER

7.1 Powers on enforcement

At any time while an Event of Default is continuing, or if requested by the Chargor, the Lender may, without further notice and whether or not a Receiver shall have been appointed, exercise all the powers conferred on mortgagees by the LPA, as varied or extended by this Deed, and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference.

7.2 Subsequent Security

- 7.2.1 If the Lender receives notice of any subsequent Security affecting the Charged Assets or any part thereof, the Lender may open a new account for the Chargor.

- 7.2.2 If it does not open a new account then, unless the Lender gives express written notice to the contrary to the Chargor, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Secured Liabilities outstanding at the time when it received such notice.

7.3 Statutory power of leasing

The Lender shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Lender shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the LPA.

7.4 Contingencies

- 7.4.1 If the Lender enforces the security constituted by this Deed at a time when no amount in respect of the Secured Liabilities is due and payable, the Lender (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

- 7.4.2 The Lender may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows:

- 7.4.2.1 paying all costs, charges and expenses incurred and payments made by the Lender (or the Receiver) in the course of such enforcement;
- 7.4.2.2 paying remuneration to the Receiver as and when the same becomes due and payable; and
- 7.4.2.3 paying amounts due and payable in respect of the Secured Liabilities as and when the same become due and payable.

7.5 Redemption of prior Security

If an Event of Default is continuing or if requested by the Chargor, the Lender may:

- 7.5.1 redeem any prior Security against any Charged Asset; and/or
- 7.5.2 procure the transfer of that Security to itself; and/or
- 7.5.3 settle and pass the accounts of the prior mortgagee, chargee or encumbrancer and any accounts settled and passed will be conclusive and binding on the Chargor.

The Chargor shall pay on demand all principal moneys, interest, costs, charges and expenses in connection with any such redemption and/or transfer.

7.6 Power of sale and right of consolidation

Sections 93 and 103 of the LPA do not apply to the security constituted by this Deed.

7.7 Power to deal with assets that are not Charged Assets

- 7.7.1 If the Lender enforces the security constituted by this Deed, the Lender (or the Receiver) may, on the Chargor's behalf, remove, store, sell or otherwise deal with any goods, animals or effects that are:
 - 7.7.1.1 at the Property; and
 - 7.7.1.2 not Charged Assets,without being responsible to the Chargor for any loss.
- 7.7.2 Any moneys received by the Lender or by any Receiver relating to any item described in clause 7.7.1 will, after the deduction of all costs, fees, expenses and taxes incurred in respect of the sale of such items, be paid to the Chargor.

8. APPOINTMENT AND POWERS OF RECEIVER

8.1 Appointment

- 8.1.1 At any time whilst an Event of Default is continuing, or if requested by the Chargor, the Lender may by instrument in writing executed as a deed or under the hand of any duly authorised officer appoint a Receiver of the Charged Assets or any part thereof.
- 8.1.2 Where more than one Receiver is appointed, each joint Receiver shall have power to act severally and independently of any other joint Receivers, except to the extent that the Lender may specify to the contrary in the appointment.
- 8.1.3 The Lender may (subject to clause 45 of the Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place.

8.2 Receiver as agent

A Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration.

8.3 Powers of Receiver

A Receiver shall have all the powers conferred from time to time on receivers by statute and power on behalf and at the expense of the Chargor to do, or omit to do, anything which the Chargor could do, or omit to do, in relation to the Charged Assets or any part thereof including:

- 8.3.1 take possession of, collect and get in, and give a good discharge for, all or any of the Charged Assets; and/or
- 8.3.2 carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Chargor or any part thereof as it relates to the Charged Assets; and/or

- 8.3.3 lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage; and/or
- 8.3.4 raise or borrow any money from or incur any other liability to the Lender or others on such terms, with or without security, as he may think fit and so that any such security may be or include a charge on the whole or any part of the Charged Assets ranking in priority to this security or otherwise; and/or
- 8.3.5 sell, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Assets for such consideration and generally on such terms and conditions as he may think fit. The consideration for such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall immediately be and become charged with the payment of all the Secured Liabilities; and/or
- 8.3.6 promote the formation of companies with a view to the same becoming a Subsidiary of the Chargor and purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Charged Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Charged Assets on such terms and conditions as he may think fit; and/or
- 8.3.7 make any arrangement or compromise in respect of, or enter into, or cancel, any contracts comprised in, the Charged Assets which he shall think expedient; and/or
- 8.3.8 make and effect such repairs, renewals and improvements to the Charged Assets or any part thereof as he may think fit and maintain, renew, take out or increase insurances; and/or
- 8.3.9 appoint and discharge managers, agents, officers and employees for any of the purposes referred to in this clause 8; and/or
- 8.3.10 institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Assets or any part thereof or submit to arbitration as he may think fit; and/or
- 8.3.11 delegate his powers in accordance with clause 11; and/or
- 8.3.12 sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers referred to in this clause 8 or to the realisation of the Security created by or pursuant to this Deed and to use the name of the Chargor for all the purposes referred to in this clause 8.

8.4 Remuneration

The Lender may from time to time determine the remuneration of any Receiver and section 109(6) of the LPA shall be varied accordingly.

9. APPLICATION OF PROCEEDS

- 9.1 All moneys received by the Lender or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Liabilities, in or towards satisfaction of such of the Secured Liabilities and in such order as the Lender may from time to time conclusively agree, except that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time determine and the Receiver may retain the same for such period as he and the Lender consider expedient.

10. PROTECTION OF THIRD PARTIES

10.1 Deemed right to enforce

In favour of any purchaser (as defined in section 205 of the LPA) or person dealing in good faith, the Secured Liabilities shall be deemed to become due, and all rights of enforcement conferred on the Lender by the LPA, as varied and extended by this Deed, shall be deemed to arise, immediately after the execution of this Deed.

10.2 No enquiry required

No purchaser or other person dealing with the Lender or a Receiver shall be bound or concerned to enquire whether any power exercised or purported to be exercised under this Deed 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 with, the Lender or such Receiver or be concerned with notice to the contrary. Any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly.

11. DELEGATION

The Lender and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made on the terms (including power to sub-delegate) and subject to any regulations which the Lender or such Receiver (as the case may be) may think fit. Neither the Lender nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

12. EVENT OF DEFAULT

12.1 The Security created by or pursuant to this Deed shall become immediately enforceable at any time after the occurrence of any of the following events which is continuing:

12.1.1 the Chargor fails to pay any amount payable by it to the Lender on the date it falls due;

12.1.2 other than the events referred to in clause 12.1.1, the Chargor fails to comply with any term, condition, covenant or provision of this Deed or of any facility present or future (including the Asset Purchase Agreement) from the Lender or any other document with the Lender or fails to perform promptly any of its obligations or liabilities to the Lender under this Deed or otherwise;

12.1.3 any representation or warranty from time to time made to the Lender by the Chargor under this Deed, in any financing arrangement or any other document is incorrect or misleading when made or deemed to be made;

12.1.4 any Financial Indebtedness of the Chargor is not paid when due; or

12.1.5 any Financial Indebtedness of the Chargor becomes due and payable or capable of being declared due and payable before its stated date of maturity; or

12.1.6 any facility or commitment available to the Chargor is withdrawn, suspended or cancelled because of any default (however described) of the person concerned;

12.1.7 any step is taken to enforce any security over the undertaking, property, revenue or assets of the Chargor;

12.1.8 any step is taken by the Chargor or its directors (or any agent of the Chargor) with a view to resolving to enter into, commence negotiations in respect of, make any requisite application to court in respect of, or the Chargor or its directors convene meetings for the approval of, any:

12.1.8.1 composition;

12.1.8.2 compromise;

12.1.8.3 moratorium (including a moratorium statutorily obtained, whether or not as a precursor to a voluntary arrangement under the Insolvency Act 1986);

- 12.1.8.4 scheme of arrangement with its creditors or any of them, whether or not under the Insolvency Act 1986, the Companies Act 2006 or otherwise;
- 12.1.8.5 assignment with or for the benefit of creditors; or
- 12.1.8.6 re-scheduling of all or any part of the liabilities of the Chargor;
- 12.1.9 any of the following occur:
 - 12.1.9.1 the Chargor or its directors (or any agent of the Chargor) take any steps under the Insolvency Act 1986 and/or Insolvency (England and Wales) Rules 2016, SI 2016/1024 to wind up the Chargor voluntarily or to apply to the court for a winding-up order;
 - 12.1.9.2 a petition is presented to wind up the Chargor;
 - 12.1.9.3 a provisional liquidator is appointed to the Chargor or the Chargor goes into liquidation within the meaning of that term under section 247 of the Insolvency Act 1986;
 - 12.1.9.4 the Chargor or its directors (or any agent of the Chargor) request or suffer the appointment of a Law of Property Act 1925 receiver, court appointed receiver or other receiver/manager or similar officer over or in relation to the whole of its undertaking, property, revenue or assets or any part thereof, or any person holding security over all or any of its undertaking, property, revenue or assets takes possession of them or any part of them or any distress is executed or levied over all or any of its undertaking, property, revenue or assets;
 - 12.1.9.5 the Chargor or its directors (or any agent of the Chargor) resolve to appoint an administrator of the Chargor or to apply to court for an administration order in respect of it, or an application for an administration order in respect of it is made or any steps pursuant to the Insolvency Act 1986, Schedule B1 and/or the Insolvency (England and Wales) Rules 2016, SI 2016/1024 are taken to appoint an administrator to it out of court, or it enters administration;
 - 12.1.9.6 the Chargor is dissolved, or is removed from the Register of Companies, or ceases to exist (whether or not capable of reinstatement or reconstitution) or the directors or agents of the Chargor apply for the relevant company to be struck-off the Register of Companies or cause for the relevant company to be struck-off the Register of Companies;
- 12.1.10 any step is taken to levy, enforce upon or sue on any distress, execution, sequestration, attachment or other process against any of the assets of the Chargor;
- 12.1.11 the Chargor is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (ignoring the requirement in that section that any fact or matter 'is proved to the satisfaction of the court') or suspends or threatens to suspend making payments with respect to all or any class of its debts; or
- 12.1.12 the Chargor is or becomes subject to, takes or has taken against it or in relation to it, or against any or all of its undertaking, property, revenue, or assets, any equivalent analogous, corresponding, or similar finding, step, process or proceeding to those in Clause 12.1 in any jurisdiction, whether or not any finding, step, process or proceeding had been taken against it or in relation to it, or any or all of its undertaking, property, revenue, or assets in England and Wales.

12.2 After the Security created by or pursuant to this Deed have become enforceable, the Lender may in its absolute discretion enforce all or any part of this Deed in any manner it sees fit.

12.3 Without limiting the generality of the foregoing, at any time after the Security created by or pursuant to this Deed have become enforceable, the Lender may appoint an administrator of the Chargor pursuant to Schedule B1 to the Insolvency Act 1986.

13. **INDEMNITIES**

13.1 **Enforcement costs**

The Chargor shall pay to the Lender on demand the amount of all costs and expenses (including legal fees, stamp duties and any value added tax) incurred by the Lender or any Receiver in connection with the enforcement, preservation or release of any rights under this Deed on a full indemnity basis.

13.2 **Indemnity from Charged Assets**

The Lender and any Receiver, attorney, agent or other person appointed by the Lender under this Deed and the officers and employees of the Lender and any such Receiver, attorney, agent or other person (each an **Indemnified Party**) shall be entitled to be indemnified out of the Charged Assets in respect of all costs and losses which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of:

13.2.1 anything done or omitted in the exercise, or purported exercise, of the powers contained in this Deed; or

13.2.2 any breach by the Chargor of any of its obligations under this Deed; or

13.2.3 any claim made or asserted against an Indemnified Party under any law which would not have arisen if this Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

14. **POWER OF ATTORNEY**

14.1 **Power of attorney**

The Chargor, by way of security irrevocably appoints each of the Lender and any Receiver and their respective delegates severally to be its attorney in its name and on its behalf:

14.1.1 to execute and complete any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominee or any purchaser;

14.1.2 to sign, execute, seal and deliver, and otherwise perfect, any further Security or document referred to in clause 6; and

14.1.3 otherwise generally to sign, seal, execute and deliver all deeds, agreements and other documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under this Deed or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in of the Charged Assets or any part thereof or in connection with any other exercise of any power under this Deed.

14.2 **Ratification**

The Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney pursuant to clause 14.1 shall do, or purport to do, in the exercise of his powers under clause 14.1.

15. MISCELLANEOUS

15.1 Continuing security

This Deed and the obligations of the Chargor under this Deed shall:

- 15.1.1 secure the ultimate balance of the Secured Liabilities and shall be a continuing Security notwithstanding any settlement of account or other matter whatsoever;
- 15.1.2 be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Security, right or remedy held by or available to the Lender; and
- 15.1.3 not merge with, or be in any way prejudiced or affected by the existence of, any such Collateral Instrument, Security, right or remedy.

15.2 Settlements conditional

Any settlement or discharge between the Lender and the Chargor shall be conditional on no Security granted to, or disposition or payment to, the Lender (whether by the Chargor or otherwise) being avoided or reduced as a result of insolvency or any similar event and the Lender shall be entitled to recover the value or amount of any such Security or payment from the Chargor and to enforce this Deed as if such settlement or discharge had not occurred.

15.3 Retention

The Lender will be entitled to retain this Deed for 6 months after repayment in full of the Secured Liabilities. If within that period any application is made, a petition is presented or a resolution is passed or other steps are taken for the winding up, the administration or the bankruptcy of the Chargor or any other person who is liable in respect of, or has discharged any of, the Secured Liabilities, the Lender may retain this Deed for so long as it requires in respect of the liability of the Chargor under this Deed.

15.4 Land Registry

- 15.4.1 In respect of any Property, the title to which is or is to be registered at the Land Registry, the Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of each Property.
- 15.4.2 The Chargor confirms that so far as any of the Property is unregistered, such Property is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

15.5 No responsibility for loss

Neither the Lender nor any Receiver shall be responsible for any loss occasioned by the timing of the exercise of its powers under this Deed.

15.6 No liability as mortgagee in possession

Neither the Lender nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets or be liable for any loss on realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable.

15.7 Perpetuity period

The perpetuity period for the trusts created by this Deed shall be 125 years from the date of this Deed.

16. PARTIAL INVALIDITY

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 provisions under the law of any other jurisdiction will in any way be affected or impaired.

17. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy available to it under this Deed or otherwise in respect of the Secured Liabilities shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of or exercise of any other right or remedy. The rights and remedies provided in this Deed and in any other agreement providing for or entered into in connection with the Secured Liabilities are cumulative and not exclusive of any rights or remedies provided by law.

18. NOTICES

18.1 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 letter.

18.2 Addresses

The address (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:

18.2.1 in the case of the Chargor:

Address: Connaught House, Park View, Lofthouse Gate, Wakefield, West Yorkshire WF3 3HA

Attention: William Painter; and

18.2.2 in the case of the Lender:

Address: Connaught House, Park View, Lofthouse Gate, Wakefield, West Yorkshire WF3 3HA

Attention: William Painter,

or any substitute address or department or officer as either Party may notify to the other by not less than 5 Business Days' notice.

18.3 Delivery

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

18.3.1.1 if by way of letter, when it has been left at the relevant address or 5 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 clause 18.2, if addressed to that department or officer.

18.3.2 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 above (or any substitute department or officer as the Lender shall specify for this purpose).

19. CALCULATIONS AND CERTIFICATES

19.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Lender are prima facie evidence of the matters to which they relate.

19.2 Certificates and determinations

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

19.3 No set off by the Chargor

All payments to be made by the Chargor under this Deed shall, subject to the terms of the Finance Documents, be calculated and be made without (and free and clear of any deduction for) set off or counterclaim.

20. SET OFF

The Lender may set off any matured obligation due from the Chargor 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 in its usual course of business for the purposes of the set off.

21. CURRENCY

If a payment is made to the Lender under this Deed in a currency other than the currency in which it is expressed to be payable (**Contractual Currency**), the Lender may convert that payment into the Contractual Currency at a market rate of exchange in its usual course of business on or around the date of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargor will remain liable for such shortfall and such shortfall shall form part of the Secured Liabilities.

22. ASSIGNMENT

22.1 Transfers by the Lender

The Lender may at any time assign or otherwise transfer all or any part of its rights and obligations under this Deed or any Security created by or under it.

22.2 Disclosure rights

The Lender may disclose to any person:

22.2.1 to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of:

22.2.1.1 the Secured Liabilities; and/or

22.2.1.2 its rights and obligations under this Deed;

22.2.2 with (or through) whom it enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Secured Liabilities or the Chargor;

22.2.3 to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation; or

22.2.4 who is its Affiliate,

any information about the Chargor and this Deed as the Lender shall consider appropriate.

22.3 Transfers by the Chargor

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

23. **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.

24. **GOVERNING LAW**

24.1 **Governing law**

This Deed shall be governed by, and construed in accordance with, English law and all claims and disputes between the Parties arising out of or in connection with this Deed (whether or not contractual in nature) shall be determined in accordance with English law.

24.2 **English law to apply**

If in any court either Party argues that a court other than the courts of England and Wales has jurisdiction to determine a dispute or difference between the Parties arising out of or in connection with this Deed that issue shall be determined in accordance with English law and each Party irrevocably and unconditionally waives any right it might otherwise have to rely upon the law of the forum or any other law.

THIS DEED has been entered into at the date stated at the beginning of this Deed.

The Schedule

Form of notice to occupational tenants

[Date]

To: [insert name of tenant]

Dear Sirs

[Insert details of the Property] (Property)

We refer to the [lease/licence] in respect of the Property dated • and made between (1) • and (2) • **(Lease)**.

We give you notice that by a legal charge dated • 20•, we assigned to Peter Duffy Limited (**Lender**) all our right, title and interest in and to the Lease and the moneys from time to time due to us under the Lease.

We irrevocably and unconditionally instruct and authorise you, until you receive notice from the Lender to the contrary, to pay any sums payable by you under the Lease to the following account:

Account name: •

Account number: •

Sort code: •

Bank address: •

Please confirm your agreement to these instructions and authorisations by signing and returning the enclosed acknowledgement within 5 days of receipt of this notice direct to the Lender at • marked for the attention of •, with a copy to ourselves.

The instructions in this notice may not be revoked or amended without the prior written consent of the Lender.

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

Yours faithfully

.....
For and on behalf of

[insert name of Chargor]

[on duplicate notice]

[Date]

To: Peter Duffy Limited
Connaught House
Park View
Lofthouse Gate
Wakefield
West Yorkshire
WF3 3HA

Attention: [William Painter]

Dear Sirs

Acknowledgement of notice

We acknowledge receipt of a notice addressed to us by *[insert name of Chargor]* (**Chargor**) dated • 20• (**Notice**) of which the above is a copy and we accept the instructions and authorisations contained in the Notice.

We confirm that we have not received notice that any third party has or will have any right or interest in, or has made or will be making any claim on or taking any action in respect of, the rights of the Chargor under the Lease (as defined in the Notice).

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

Yours faithfully

.....
For and on behalf of

[insert name of tenant]

cc *[insert name of Chargor]*

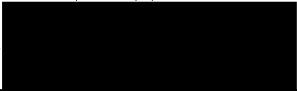
SIGNATURE PAGES TO LEGAL CHARGE

The Chargor

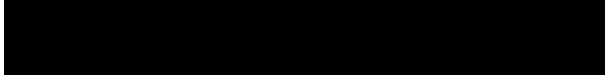
EXECUTED as a deed on behalf of)
CONNAUGHT HOUSE WAKEFIELD LIMITED)
acting by a director in the presence of:)



Signature of witness



Name



Address

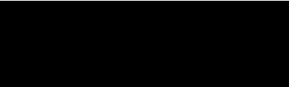


The Lender

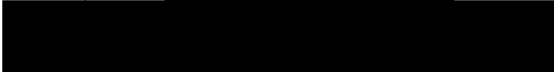
EXECUTED as a deed on behalf of)
PETER DUFFY LIMITED acting by a director)
in the presence of:)



Signature of witness



Name



Address

