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In accordance with Sections 859A and 859J of the Companies Act 2006

# MR01

## Particulars of a charge



Companies House

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

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

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

**What this form is for**  
You may not use this form to register a charge created or evidenced by an instrument. Use form MR02.

WEDNESDAY



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A13 03/02/2016 #460  
COMPANIES HOUSE

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t  
gov.uk

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

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

### 1 Company details

Company number: 0 4 5 2 1 2 5 7

Company name in full: STOCKPORT HOMES LIMITED /

For official use

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

### 2 Charge creation date

Charge creation date: 2 9 2 0 1 6 /

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name: THE METROPOLITAN BOROUGH COUNCIL OF STOCKPORT /

Name

Name


Name

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

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

MR01

Particulars of a charge

4	<b>Brief description</b> Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is <b>not a floating charge</b> ) or fixed security included in the instrument.  Brief description / PROPERTY KNOWN AS LAND AND BUILDINGS AT EDWARD STREET, STOCKPORT	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"  Please limit the description to the available space
5	<b>Other charge or fixed security</b> Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box  / <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7  Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box  / <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8	<b>Trustee statement</b> <sup>Ⓢ</sup> You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge  <input type="checkbox"/>	Ⓢ This statement may be filed after the registration of the charge (use form MR06)
9	<b>Signature</b> Please sign the form here  Signature / <input checked="" type="checkbox"/>  <input checked="" type="checkbox"/>  This form must be signed by a person with an interest in the charge	

# MR01

## Particulars of a charge

### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name PAUL SAHU

Company name THE METROPOLITAN BOROUGH

COUNCIL OF STOCKPORT

Address TOWN HALL, 2ND FLOOR, ROOM 324,

EDWARD STREET

Post town STOCKPORT

County/Region GREATER MANCHESTER

Postcode S K 1 3 X E

Country UNITED KINGDOM

DX 22605 STOCKPORT 2

Telephone 0161 474 3228

### Certificate

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

### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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

### Important information

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

### How to pay

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

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

### Where to send

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

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

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

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

### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 4521257

Charge code: 0452 1257 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th January 2016 and created by STOCKPORT HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd February 2016

Dx

Given at Companies House, Cardiff on 8th February 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated 29<sup>th</sup> January 2016

**THE METROPOLITAN BOROUGH COUNCIL OF STOCKPORT** (1)

- and -

**STOCKPORT HOMES LIMITED** (2)

---

**LEGAL CHARGE**

in respect of property known as  
Land and Buildings at Edward Street, Stockport

---

WE HEREBY CERTIFY THIS TO BE A TRUE AND  
COMPLETE COPY OF THE ORIGINAL  
DATED 29<sup>th</sup> DAY OF JAN 2016  
SLATER & GORDON  
58 MOSLEY STREET  
MANCHESTER  
M2 3HZ

58 Mosley Street, Manchester, M2 3HZ  
DX 14340 Manchester 1  
Tel 0161 383 3500 | Fax 0161 383 3636

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OF THE  
LONDON AND  
MIDLAND BANK

THIS LEGAL CHARGE is dated

29<sup>th</sup> January 2015

**Land Registry**

**Title Number: GM297769**

**Administrative area: Greater Manchester : Stockport**

## **PARTIES**

- (1) **The Metropolitan Borough Council of Stockport** of the Town Hall Edward Street Stockport SK1 3XE (**Lender**).
- (2) **Stockport Homes Limited** incorporated and registered in England and Wales with company number 04521257 whose registered office is at 1 St. Peter's Square, Stockport, Greater Manchester SK1 1NZ (**Borrower**).

The Lender hereby applies to the Chief Land Registrar to enter on registration of this Legal Charge in the register a restriction in Form [L] against its title to the Property that (except under an Order of the Registrar):

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause [ ] of the Charge dated [ ] 2015 made between The Metropolitan Borough of Stockport (1) and Stockport Homes Limited (2) have been complied with or that they do not apply to the disposition"

## **BACKGROUND**

- (A) The Lender has agreed to enter into the Agreement on condition that the Borrower provides security in respect of its obligations in the Agreement in the manner set out in this document.
- (B) The Borrower has a lease of the Property.
- (C) This deed provides security which the Borrower has agreed to give the Lender for the loan facilities made or to be made under the Agreement repayable in accordance with the Agreement and by the Repayment Date as defined in the Agreement.
- (D) The Borrower has applied to the Lender to exercise its powers under the General Powers of Competence in section 1(1) of the Localism Act 2011 and by virtue of the exercise of section 111 of the Local Government Act 1972 by granting a loan to the Borrower for the purpose of acquiring a lease of the premises at Edward Street Stockport and to procure the development of the Property of a new office building and the Lender has accordingly agreed to advance the loan subject to the Borrower entering into the obligations and conditions contained below and of the Agreement.
- (E) The Borrower has agreed to grant such security to the Lender as mentioned in this deed for any monies which may hereafter and during the continuance of this security become owing by the Borrower to the Lender under the Agreement.

## **AGREED TERMS**

### **1 Definitions and Interpretation**

- 1.1 For all purposes of this legal charge the terms defined in this clause shall have the same meaning as in the Agreement except as otherwise specified:

**Interest Rate:** four per cent above the base lending rate of Barclays Bank plc from time to time or, should this rate cease to exist, at another rate of interest closely comparable with the Interest Rate as decided on by the Lender acting reasonably.

**Lease:** the Lease dated 2015 made between (1) Quorum Estates Limited and (2) Stockport Homes Limited.

**Property:** the leasehold property at Edward Street, Stockport, defined in and demised by the Lease.

**Charged Property:** all the assets, property and undertaking for the time being subject to any security created by this deed (and references to the Charged Property shall include references to any part of it)

**Agreement:** Facility Agreement dated 2015 and made between (1) Stockport Homes Limited and (2) The Metropolitan Borough Council of Stockport (2) setting out the terms of the payment of the loan and made on or around the date of this Legal Charge

**Insurance Policy:** each contract or policy of insurance effected or maintained by the Borrower from time to time in respect of the Property

**VAT:** value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to sums payable by the Borrower are exclusive of VAT

- 1.2 Unless the context otherwise requires:
- (a) the singular includes the plural and vice versa;
  - (b) references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa, and
  - (c) references in the masculine gender include references in the feminine or neuter genders and vice versa
- 1.3 The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation
- 1.4 Unless the context otherwise requires the expressions **the Borrower** and **the Lender** include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where any party comprises two or more persons include (without limitation) any one or more of those persons (but shall not include any other chargee or encumbrancer of the Property).
- 1.5 Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.
- 1.6 Any covenant by the Borrower not to do anything includes an obligation not to permit or suffer that thing to be done by another person
- 1.7 Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered.
- 1.8 Unless expressly stated to the contrary, any reference to a specific statute includes without limitation any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes without limitation any regulations or orders made under that statute.



- 1.9 References to **include(s)** shall be deemed to be references to **includes without limitation** and references to **including** shall be deemed to be references to **including without limitation** in each case where the context so admits.

## **2 Nature of security over real property**

A reference in this deed to a **charge or mortgage of or over the Property** includes:

- (a) all buildings and fixed plant and machinery and equipment that are situated on or form part of the Property at any time, and
- (b) all rights under any licence, agreement for sale, or agreement for lease (and lease pursuant to any such agreement for lease) and development agreement in respect of the Property.

## **3 Legal Charge**

The Borrower, with the same title guarantee given to the Borrower under the Lease, charges the Property to the Lender:

- (a) by way of first legal mortgage as security for due performance of the Buyer's obligations under the Agreement together with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower in accordance with this deed and pursuant to the terms on which the loan has been advanced under the Agreement, and
- (b) by way of first fixed charge the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Borrower is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them)

## **4 Borrower's Covenants**

In consideration of the Lender entering into the Agreement, the Borrower covenants with the Lender as set out in this clause 2

- 4.1 Not without the previous consent in writing of the Lender (such consent not to be unreasonably withheld or delayed) to demolish, pull down or remove all or any external or structural part of the Property (save in compliance with any order to that effect by any public authority including the Lender) or to make or suffer to be made any material change or addition whatsoever in or to the structure or exterior of the Property or any part thereof, or erect make or maintain or suffer to be erected or maintained on the Property or any part thereof any additional external building erection or improvement (provided that no such consent shall be required for anything which does not require planning permission from the local planning authority) and also if the Lender shall consent in writing as aforesaid will duly apply to the local planning authority as defined by the Town and Country Planning Act 1990 and the Planning Act 2008 for any necessary permission to erect make or maintain such building erection improvement material change or addition on behalf of the Lender and all other persons (if any) for the time being interested in the Property and will give to the Lender immediate notice of such permission if granted and also at all times to indemnify and keep

indemnified the Lender against all proceedings costs expenses claims and demands whatsoever in respect of the said application.

- 4.2 As long as any monies remain owing on this security to insure and keep insured all buildings on the Property in the name of the Borrower (and with a note of the Lender's interest endorsed on the policy or policies of insurance) against loss or damage caused by fire flood explosion lightning impact or aircraft and such other perils or risks as shall be reasonably required by the Lender in its properly estimated full reinstatement value with some insurance office or underwriters approved by the Lender (such approval not to be unreasonably withheld) and to make all payments required for the purpose as and when the same shall become due and when required by the Lender to deliver up to it the policy or policies of such insurance and the receipt for each such payment AND if the Borrower shall fail to perform any of his (or their) obligations under this clause and if the Lender shall thereupon insure (as it shall be entitled so to do in default provided the Borrowers interest is noted on the policy) the said buildings or any of them the Borrower will within 14 days of demand reimburse to the Lender all proper and reasonable payments properly and reasonably made by it for that purpose together with interest at the Interest Rate from the date on which such payments were demanded until reimbursement and all such monies and interest shall be charged upon the Property. Further to this the Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy
- 4.3 The Borrower covenants with the Lender to comply with the Borrower's obligations under the Agreement and in the manner set out in the Agreement, this Legal Charge, and any other agreement expressed to be secured by this Legal Charge.
- 4.4 The Borrower covenants with the Lender to pay to the Lender on time when they become due or if not promptly on demand, all proper and reasonable costs, charges, expenses and liabilities properly and reasonably paid and properly and reasonably incurred by the Lender in relation to the security constituted by and the obligations owed under and associated with this deed (including all proper and reasonable commission, proper and reasonable legal and other proper and reasonable professional costs and fees and disbursements and VAT on them)
- 4.5 Without prejudice to the generality of the provisions of that clause, the liability of the Borrower under clause 4.4 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of
  - (a) the proper and reasonable contemplation and the institution of all proceedings and other proper and reasonable action in connection with the enforcement, preservation and protection of the security constituted by this deed,
  - (b) the proper and reasonable contemplation and the institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed,
  - (c) the proper and reasonable exercise (or properly and reasonably contemplated exercise) of any power, right or discretion conferred by this deed or by law on the Lender; and
  - (d) any default by the Borrower in compliance with the obligations imposed by the terms of this security or associated with it
- 4.6 To observe and perform all the covenants conditions and stipulations contained in any lease of the Property held by the Borrower and to give full particulars of any notice served on the Borrower by any lessor mortgagee or chargee within seven days of the receipt of the same.

- 4.7 The Borrower will, promptly on becoming aware of any of the same, give the Lender notice in writing of:
- (a) any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
  - (b) any material breach of any covenant set out in this deed
- 4.8 The Borrower will within five days of the execution of this deed give notice to the relevant insurers of the assignment of the Borrower's rights and interests in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender.

## **5 Representations and Warranties**

The Borrower represents and warrants to the Lender as set out in this clause 5.

- 5.1 The Borrower is the sole legal and beneficial owner of the Charged Property.
- 5.2 The execution of and the observance and performance of the obligations of the Borrower under this mortgage does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement
- 5.3 Where the Borrower is a company, the execution of and the observance of the obligations of the Borrower under this mortgage does not and will not contravene any of the provisions of its constitutions.

## **6 Property Covenants**

The Borrower covenants with the Lender (and separately to each party comprising the Lender) as set out in this clause 6.

- 6.1 The Borrower will punctually pay and indemnify the Lender against all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it
- 6.2 The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property or the use of it or any part of it are complied with in all respects.
- 6.3 The Borrower will obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property or its use or that are necessary to preserve, maintain or renew any Charged Property.
- 6.4 The Borrower shall not without the previous consent in writing of the Lender (such consent not to be unreasonably withheld or delayed) (and then only to the extent permitted by and in accordance with any conditions properly and reasonably attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security

Furthermore this Charge shall be a continuing security notwithstanding any payment or the settlement of any account or any other matter or thing unless and until payment of all sums due from the Borrower to the Lender under the Agreement and under this Deed. If the Lender receives notice (actual or constructive) of any charge mortgage or any other encumbrance affecting the Property other than previously notified or any part thereof then as from and after the date on which the Lender receives or is deemed to receive such notice

("the date of notice") any payment by the Borrower to the Lender shall (notwithstanding any legal or equitable rule or presumption to the contrary) be deemed to have been placed to the credit of a new or separate account deemed to have been opened by the Borrower with the Lender (unless such payment has in fact been placed to a new or separate account) and shall not go in the reduction of the amount owing by the Borrower to the Lender at the date of notice

- 6.5 The Borrower will use reasonable endeavours to the extent that it is commercially sensible to do so to
- (a) procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Borrower and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty; and
  - (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property that the Lender may require from time to time.
- 6.6 The Borrower shall
- (a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender reasonable evidence sufficient to satisfy the Lender (acting reasonably) that those covenants, stipulations and conditions have been observed and performed; and
  - (b) (to the extent that it is commercially sensible to do so) to take reasonable steps to diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same without the Lender's consent (such consent not to be unreasonably withheld or delayed).
- 6.7 The Borrower shall in respect of the Property comply in all material respects with the requirements of Environmental Law.
- 6.8 The Borrower shall permit the Lender and any Receiver (as per clause 8 in this deed) and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice provided that (and the Lender hereby covenants with the Borrower that) any disruption or inconvenience to the Borrower or the occupiers of the Property should be kept to a reasonable minimum and any damage caused shall be made good as soon as reasonably practicable (or immediately in an emergency).

## **7 Lender's Powers and Rights**

7.1 The Law of Property Act 1925 Section 103 shall not apply to this security.

7.2

- (a) Subject to clause 6.8, the Lender shall be entitled (but not obliged) to remedy, at any time, acting reasonably a breach by the Borrower of any of its obligations contained in this deed
- (b) The Borrower irrevocably authorises the Lender and its agents to do all things that are reasonably necessary for that purpose.
- (c) Any monies properly and reasonably expended by the Lender in remedying a breach by the Borrower of its obligations in this deed (of which the Borrower has been given reasonable prior written notice by the Lender prior to remedy) shall be reimbursed by the Borrower to the Lender on a full indemnity basis and shall carry interest from the

date on which the monies were expended until date of payment as specified in the Agreement.

- 7.3 The rights of the Lender under clause 7,2 are without prejudice to any other rights of the Lender under this deed.
- 7.4 At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the Lender's power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise.
- 7.5 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit.
- 7.6 By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Lender (acting reasonably) shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Section 99 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99(18).
- 7.7 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise.
- 7.8 At any time after this security becomes enforceable, or at the request of the Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property and in respect of the same.-
- (a) the Lender may at any time and from time to time by writing under hand remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver,
  - (b) the Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed;
  - (c) none of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply;
  - (d) where more than one receiver is appointed they shall have the power to act severally,
  - (e) any receiver appointed under this clause 7.7 shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his proper and reasonable remuneration;
  - (f) any receiver appointed under this clause 7 shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those

powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail; and

- (g) in addition to the powers referred to in clause 7.8(f) any receiver appointed under this clause 7.7 shall have power at his discretion, to such extent and upon such terms as he may in his reasonable discretion think fit, and notwithstanding the administration or liquidation or, as appropriate, bankruptcy, death or insanity of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power.
- (i) to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise,
  - (ii) to manage or carry on or concur in carrying on any business of the Borrower;
  - (iii) to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
  - (iv) to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise;
  - (v) to seize and sever all or any fixtures at or in the Property other than, to the extent the Borrower comprises an individual or individuals, trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site;
  - (vi) to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Borrower or the Property or in any way relating to this security;
  - (vii) to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal which may arise in connection with any business of the Borrower or the Property or in any way relating to this security;
  - (viii) to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security;
  - (ix) to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences,
  - (x) to acquire by purchase, lease or otherwise any further property, assets or rights;

- (xi) to appoint, employ and dismiss managers, officers, contractors and agents; and
  - (xii) to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may reasonably consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may reasonably consider incidental or conducive to any of the above matters or to the exercise of any of the above powers;
- (h) All money received by any receiver shall be applied by him in the following order:
- (i) in payment of the proper and reasonable costs, proper and reasonable charges and proper and reasonable expenses of and incidental to the appointment of the receiver and the lawful exercise of all or any of his powers and of all proper and reasonable outgoings properly and reasonably paid by him (including without limitation preferential debts);
  - (ii) in payment to the receiver of such reasonable remuneration as may be agreed between him and the Lender (acting reasonably) at, or at any time and from time to time after, his appointment;

#### 7.9

- (a) At any time, without the consent of the Borrower, the Lender may assign or transfer any or all of its rights and obligations under this deed, but only to a successor to the functions of the Lender as a local authority in the area in which the Property is situated and not otherwise.
- (b) The Lender may disclose to any such actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Charged Property and this deed that the Lender reasonably considers appropriate.

7.10 The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this deed other than to a successor to the business (or the relevant parts of the business) of the Borrower and the Borrower may disclose to any such actual or proposed assignee any information in its possession relevant to such assignment or proposed assignment.

7.11 The Legal Charge hereby created is in addition to any other security or securities now or hereafter held by the Lender and where this Legal Charge initially takes effect as a collateral or further security then notwithstanding any receipt release or discharge endorsed on or given in respect of the money and liabilities owing under the principal security to which this Legal Charge operates as a collateral or further security this Legal Charge shall in respect of any money which was originally intended to be secured be an independent security for any of such money and no prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this deed.

7.12 The Law of Property Act 1925 Section 93 (restricting the Lender's right of consolidation) shall not apply to this security.

### **8 Protection of Those Dealing with Lender or Receiver**

No person dealing with the Lender or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters:

8.1 whether this security has become enforceable;

- 8.2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable,
- 8.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
- 8.4 whether any money remains due under the security; or
- 8.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made

and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

## **9 Indulgence and Waiver**

The Lender may at its discretion at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this mortgage grant to the Borrower or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person.

## **10 Amendment**

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf, of each party (or its authorised representative).

## **11 Waiver**

- (a) A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure to exercise or a delay in exercising any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Lender shall be effective unless it is in writing.

## **12 Certificate**

A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower under this deed and the Agreement shall be, in the absence of any manifest error, conclusive evidence of the amount due.

## **13 Demands and Notices**

- 13.1 A demand or notice by the Lender under this mortgage must be in writing and shall be deemed to have been properly served on the Borrower if served personally on
- (a) the Borrower if an individual; or



- (b) any one of the directors or the secretary of the Borrower if a limited company; or
- (c) any members of the Borrower if a limited liability partnership or by first class letter post

or by delivery to his usual or last known place of abode or business or as appropriate its registered office or at any of its principal places of business.

13.2 Service shall be deemed to be effected notwithstanding the death or as appropriate dissolution of the Borrower.

- (a) at 10:00 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City Of London) immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery; and

- (b) when left at the property concerned if delivered.

13.3 The methods of service described in clause 13 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196.

13.4 If the expression **the Borrower** includes more than one person, service on any one person shall be deemed to constitute service upon all such persons

#### **14 Validity and Severability**

14.1 Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

14.2 If this mortgage is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security.

#### **15 Exclusion of Third Party Rights**

Nothing in this mortgage is intended to confer any benefit on any person who is not a party to it.

#### **16 Governing Law and Jurisdiction**

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

16.2 It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts.

16.3 Nothing in this clause 16 shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not

**17 Release of this Legal Charge**

17.1 On:

- (a) the termination of the Agreement; and
- (b) the repayment of any sums due to be paid or repaid by the Borrower to the Lender under the Agreement and under this Deed;

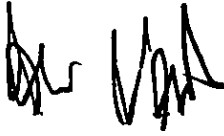
the Lender shall reassign the Charged Property assigned to the Borrower under this Deed and the Lender shall forthwith provide the Borrower with a DS1 and any other appropriate release reasonably required by the Borrower to ensure that any entry in the charges register of title number of the Property protecting this Legal Charge is removed and the Borrower's obligations under this deed and Agreement are released and to give effect to the said reassignment.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it

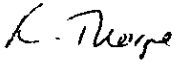
IN WITNESS WHEREOF this Deed has been executed by the Lender and the Borrower and is intended to be and is hereby delivered on the date first above written

The Common Seal of  
**THE METROPOLITAN BOROUGH COUNCIL OF STOCKPORT**

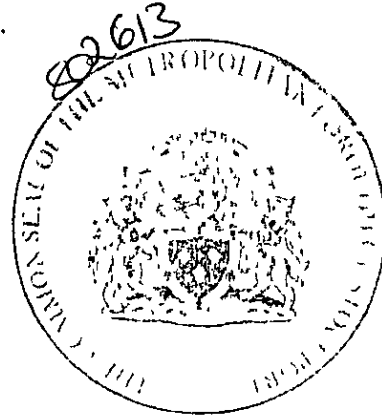
was affixed hereto affixed to this Deed in the presence of:-



Mayor



An Authorised Signatory



Executed as a deed by  
**STOCKPORT HOMES LIMITED**  
acting by two duly authorised officers

.....  
Director

.....  
Director/Secretary