**LL MR01**

Particulars of a charge created by a Limited Liability Partnership (LLP)

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

**What this form is for**

- You may use this form to register a charge created or evidenced by an instrument.

**What this form is NOT for**

- You may not use this form to register a charge where there is no instrument. Use form LL MR08.

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

This form must be delivered to the Registrar for registration within 21 days beginning with the day after the date of creation of the charge. 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 document will be scanned and placed on the public record. Do not send the original.

### 1 LLP details

<table>
<thead>
<tr>
<th>LLP number</th>
<th>0</th>
<th>2</th>
<th>3</th>
<th>6</th>
<th>5</th>
<th>9</th>
<th>✓</th>
</tr>
</thead>
</table>

 LLP name in full: ALLEDEGE BROOK LLP ✓

### 2 Charge creation date

Charge creation date: 01/05/2016 02/01/2015 ✓

### 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.

<table>
<thead>
<tr>
<th>Name</th>
<th>SOUTH EAST MIDLANDS LOCAL ENTERPRISE PARTNERSHIP LIMITED</th>
<th>✓</th>
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</thead>
<tbody>
<tr>
<td>Name</td>
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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.
4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description
Those parcels of freehold land off Kettering Road Burton Latimer Kettering Northamptonshire forming part of registered title NN245305 shown edged in red on Plan 1 (and marked for reference Plots R24, R25 and IFR4 and Plan 2) of the Instrument.

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

[✓] Yes
☐ No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes  Continue
[✓] No  Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the LLP?

☐ Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the LLP from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

[✓] Yes
☐ No

8 Trustee statement

You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐ This statement may be filed after the registration of the charge (use form LL MR06)

9 Signature

Please sign the form here.

Signature

[Signature]

This form must be signed by a person with an interest in the charge.
LL MR01
Particulars of a charge created by a Limited Liability Partnership (LLP)

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: Laura Holdaway
LLP name: Mills & Reeve LLP
Address: Botanic House
100 Hills Road

Post town: Cambridge
Country/Region: Cambridgeshire
Postcode: CB1 P
Country: United Kingdom
DX: DX 122891 Cambridge
Telephone: 01223 222489

Certificate
We will send your certificate to the presenter's address if given above or to the LLP'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 LLP name and number match the information held on the public Register
- 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 LLPs registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

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

For LLPs 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

Further information
For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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
CERTIFICATE OF THE
REGISTRATION OF A CHARGE

LLP number: OC323659

Charge code: OC32 3659 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th June 2015 and created by HANWOOD PARK LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 20th June 2015

Given at Companies House, Cardiff on 30th June 2015

Companies House
DATED 15th June 2015

ALLEEDGE BROOK LLP (1)

in favour of

SOUTH EAST MIDLANDS LOCAL ENTERPRISE PARTNERSHIP LIMITED (2)

LEGAL CHARGE
relating to
Parcels of land on the west and east sides of Kettering Road
Burton Latimer

Note. This Legal Charge is subject to the terms of and to be interpreted in accordance with the Intercreditor Deed (as defined herein)

We certify that this is a true and complete copy of the original document

MILLS & REEVE LLP
For Mills & Reeve LLP, Solicitors

Ref LHD
Date 18/4/15

MILLS & REEVE
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Permitted Security

Schedule 5
Property undertakings and indemnities

Schedule 6
Powers of receivers
THIS LEGAL CHARGE is made on 15th June 2015

BETWEEN:

(1) ALLEDGE BROOK LLP, a limited liability partnership incorporated under the laws of England and Wales with registered number OC323659 and having its registered office at 4-5 Gough Square, London EC4A 3DE (the "Chargor"), and

(2) SOUTH EAST MIDLANDS LOCAL ENTERPRISE PARTNERSHIP, a company incorporated under the laws of England and Wales with registered number 07652124 and having its registered office at Unit 1, Cranfield Innovation Centre, University Way, Cranfield, Bedford MK43 0BT (the "Chargee")

THIS DEED WITNESSES as follows

1 Definitions and Interpretation

1.1 In this Deed the following words and expressions shall have the following meanings

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

"Charged Property" means the Property and all other property, assets, rights and revenues of the Chargor from time to time comprised within the security constituted by this Deed,

"Environmental Law" means all legislation, common law, regulation, directives, guidance notes, orders, notices, demands and other measures for the time being in force or imposed and relating to the protection or pollution of the environment or public health or welfare,

"Event of Default" means any of the events of default set out in the Loan Agreement and any condition, act or event referred to in Schedule 3,

"Loan Agreement" means the Growing Places Fund Loan Agreement dated 26th June 2014 and made between the Chargee (1) Luton Borough Council (2) and the Chargor (3) as amended, novated, varied, supplemented, replaced, extended, restated or acceded to from time to time,

"High Court" means the High Court of Justice in England and Wales,

"Insolvency Regulation" means EU Council Regulation 1346/2000,

"Intercreditor Deed" means the intercreditor deed dated on or about the date of this Deed made between (1) Homes and Communities Agency (2) the Chargee and (3) the Chargor,

"LPA" means Law of Property Act 1925,

"Permitted Security" means the security described in Schedule 4,

"Persimmon Collaboration Agreement" means the collaboration agreement to be made between (1) the Chargor (2) Springfir Estates Limited and (3) Persimmon Homes Limited,
“Persimmon Security Assignment” means the security assignment over the Persimmon Collaboration Agreement to be executed by the Chargor in favour of the Homes and Communities Agency ("HCA") (for the benefit of both HCA and the Chargee) in a form approved by the Chargee.

“Plan 1” means the plan annexed to this Deed marked Plan 1,

“Plan 2” means the plan annexed to this Deed marked Plan 2,

“Plan 3” means the plan annexed to this Deed marked Plan 3,

“Property” means the property or properties listed in Schedule 1 together with any fixtures thereon and the whole or any part or parts of any property comprised thereof,

“Secured Obligations” means all monies, obligations and liabilities whatsoever which may now or at any time in the future be due, owing or incurred by the Chargor to the Chargee and whether present or future, actual or contingent in any manner whatsoever, as principal or surety and whether alone or jointly with any other party or parties including interest, legal and other costs, charges and expenses under or in connection with the Loan Agreement or this Deed,

“Security Period” means the period from the date of this Deed to the date on which the Secured Obligations are irrevocably and unconditionally discharged in full, and

“VAT” means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature

In this Deed unless the context otherwise requires references to

1 2 1 “disposal” means any disposal, sale, transfer, lease, surrender, assignment, loan, parting with or sharing of control, possession or occupation or diverting of rents or income relating to the Charged Property and any agreement, commitment or option in respect of the same and references to “dispose” shall be construed accordingly,

1 2 2 “guarantee” means any contract of guarantee, indemnity or surety or any other contract by which recourse is given to a person in relation to the performance of another person’s obligations and whether as primary or secondary obligation or otherwise and howsoever described,

1 2 3 “person” shall include a company, partnership or unincorporated association and where permitted by this Deed that person’s successors in title and assigns,

1 2 4 “receiver” shall be construed as a reference to any receiver, receiver and manager, administrative receiver, administrator or a creditor taking possession of or exercising a power of sale of assets or property or any other similar or equivalent appointment or taking of possession or exercise of powers in any jurisdiction,

1 2 5 “security” shall be construed as a reference to any mortgage, standard security, pledge, hypothecation, title retention, lien, charge, assignment by way of security or other arrangement howsoever described having the same or a similar effect,
any provision of law shall be deemed to include reference to such provision as amended or re-enacted from time to time whether before or after the date of this Deed, and

"this Deed" or to a provision of this Deed, or any other document are references to it as amended, varied, novated, supplemented, extended, restated or acceded to from time to time whether before the date of this Deed or otherwise

In this Deed

references to this Deed include its Schedules,
references to a clause or Schedule are (unless otherwise stated) to a clause of, or a Schedule to, this Deed,
references in a Schedule or part of a Schedule to a paragraph are (unless otherwise stated) to a paragraph of that Schedule or that part of that Schedule,
clause headings in this Deed do not affect its interpretation,
use of the singular shall include the plural and vice versa, and
any term or phrase defined in the Companies Act 2006 or the Insolvency Act 1986 (as the same may be amended from time to time) shall bear the same meaning in this Deed, and
unless otherwise defined in this Deed words and expressions defined in the Loan Agreement shall bear the same meanings when used in this Deed

Replacement Charge

This Deed supersedes and replaces the existing Legal Charge dated 1 April 2015 made between the Chargor (1) and the Chargee (2) ("the Existing Legal Charge")

The Chargee hereby irrevocably and unconditionally -

releases and discharges the Chargor from the Existing Legal Charge and from all charges (both fixed and floating) and any other encumbrance created or arising thereunder and all past, present and future liability under the Existing Legal Charge and all obligations, actions, suits, accounts, claims and demands whatsoever under or in respect of the Existing Legal Charge, and

reassigns and retransfers all of the Chargor's rights, title and interest in to and under the property and assets owned by the Chargor free from the security constituted by the Existing Legal Charge

The Chargee hereby confirms that after the date of this Deed it will not exercise any rights or claims in respect of the Existing Legal Charge to the extent that such right or claim survives the date of this Deed for any reason
2 4 For the avoidance of doubt, references to the “SEMLEP Legal Charge” in the Intercreditor Deed will be deemed to be references to this Deed.

3 **Covenant to pay**

3 1 The Chargor covenants with the Chargee that it will, on demand, pay and discharge the Secured Obligations in accordance with the Loan Agreement and this Deed.

4 **Security**

4 1 The Chargor charges the Property with full title guarantee in favour of the Chargee and as security for the payment and discharge of the Secured Obligations by way of legal mortgage.

4 2 To the extent not validly and/or effectively charged by way of legal mortgage pursuant to clause 4 1, the Chargor assigns and agrees to assign by way of security with full title guarantee to the Chargee as security for the payment and discharge of the Secured Obligations, the benefit of all of its rights, claims, title and interest in relation to the Property including without limitation:

(ii) all insurance policies in relation to the Property and all proceeds paid or payable thereunder,

(iii) all rental income receivable in respect of the Property and the right to make demand for and receive the same, and

the benefit of all agreements and contracts relating to the Property and all and any security of whatsoever nature held by the Chargor in respect of all or any of the Property (including without limitation the benefit of any rent deposits or guarantee) and all monies from time to time becoming due or owing under any such agreements, contracts or security together with all rights and remedies for enforcing the same in the name of the Chargor or otherwise, and

4 2 2 charges by way of fixed charge (to the extent not effectively assigned pursuant to clause 4 2 1) its rights, claims, title and interest in relation to the Property, including the items set out in clause 4 2 1(i) to 4 2 1(iii) (inclusive).

4 3 The Chargee confirms it must perform its obligations to the extent arising under the Loan Agreement to make further advances. The mortgages and charges created by this Deed together secure any such further advances made by the Chargee.

4 4 For the purposes of the Land Registration Rules 2003 and Sub-section 49(3) of the Land Registration Act 2002, the Chargor hereby consents to an application being made to the Chief Land Registrar by or on behalf of the Chargee for the entry of a note of the obligation to make further advances on the Charges Register of any registered land forming part of the Charged Property.

4 5 It is agreed by the Chargor the Chargee and HCA that HCA will hold the Persimmon Security Assignment as security trustee for the benefit of both HCA and the Chargor.
5 Continuing security

5.1 The security constituted by this Deed shall operate as a continuing security and shall extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge of any of the Secured Obligations or any other matter whatsoever.

5.2 In the event that the security constituted by this Deed ceases to be a continuing security for whatever reason then the Chargee may at that time open or be deemed to have opened a new account or accounts and to credit all or any money arising from the enforcement of the security constituted by this Deed or receivable hereunder to such new account(s) and such events shall not operate to reduce the amount of the Secured Obligations nor shall the liability of the Chargor be reduced or affected by any subsequent transactions, receipts or payments.

6 Further assurance

6.1 The Chargor agrees that it shall promptly upon the request of the Chargee execute and deliver at its own cost and expense any deed or document and do any act or thing or take any action required by the Chargee in order to confirm or establish the validity and enforceability of or otherwise in connection with the creation, perfection, enhancement or protection of the security intended to be created, conferred on the Chargee by or pursuant to this Deed (including without limitation) any further legal or other mortgages, charges or assignments and/or notices in favour of the Chargee, the waiver of any landlord’s rights to levy distress against or enforce any similar or replacement remedy against any of the Charged Property and any instruments, instructions, transfers, renunciations and/or proxies in favour of the Chargee or such other person as the Chargee may direct together with any and all filings or registrations or notices or instructions or other steps required by the Chargee.

6.2 The Chargor will procure that in the event of any sale or transfer of the whole or any part of the Charged Property (whether by the Chargee or any Receiver) or any Permitted Disposal by the Chargor or the whole or any part of the Retained Land, rights and reservations in the form set out in Schedule 2 will be granted or reserved (as the case may be) for the benefit of the Charged Property and the Retained Land.

6.3 The Chargor consents to an application to the Chief Land Registrar to register a restriction against its title to the Retained Land noting the obligation contained in clause 6.2 on any disposal in the following form:

6.3.1 "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the estate registered under title number (specify) or their conveyancer”.

6.3.2 "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated (date) in favour of South East Midlands Local Enterprise Partnership Limited referred to in the charges register or their conveyancer”.

207443635_7 5
7 Preservation of rights

7.1 The security constituted by this Deed and the obligations of the Chargor contained herein and the rights and powers and remedies conferred on the Chargee by this Deed shall be in addition to and shall not be merged with nor in any way be prejudiced or affected by any security or guarantee or judgment or order, right of recourse or other right whatsoever (whether contractual, legal or otherwise) now or at any time hereafter held by the Chargee or any other person nor by

7.1.1 any time, waiver, indulgence, consent or concession which the Chargee may grant to or the terms of any composition or agreement that the Chargee may enter into with the Chargor, or

7.1.2 any release or intermediate payment or discharge of the Secured Obligations, or

7.1.3 any amendment, novation, supplement, extension or replacement (however fundamental and whether more or less onerous) of the Secured Obligations, or

7.1.4 any legal limitation, disability, incapacity or lack of legal personality or power or authority on the part of the Chargor, or

7.1.5 any unenforceability, illegality or invalidity of the Secured Obligations or any obligations owed by the Chargor, or

7.1.6 any liquidation, winding up, dissolution, amalgamation, reconstruction, reorganisation, bankruptcy, administration or voluntary arrangement of the Chargor or the appointment of any receiver or liquidator or trustee in bankruptcy in respect of the property or business or assets of the Chargor (or the equivalent of such proceedings, appointments or matters in any jurisdiction) or the occurrence of any other circumstances affecting the liability of the Chargor.

8 Reinstatement of security

8.1 If any payment or discharge or security or any arrangement made in connection with the Secured Obligations is avoided or reduced for whatever reason (including without limitation under any laws relating to liquidation or administration or bankruptcy) the liability of the Chargor and the security created by this Deed shall continue as if there had been no payment, discharge, avoidance or reduction or arrangement and the Chargee shall be entitled to recover the value or amount of the security or payment as if the payment discharge or reduction had not occurred.

9 Indemnities

9.1 The Chargor shall indemnify and keep indemnified (on a full indemnity basis) the Chargee and any receiver upon first demand in respect of all claims, costs, expenses and liabilities whatsoever from time to time incurred in relation to this Deed including (without limitation) all sums paid and expenses incurred by the Chargee in relation to

9.1.1 all legal, professional and other fees, stamp duty, stamp duty land tax, registration fees and taxes and any interest, penalties, costs and expenses resulting from any failure to pay such taxes or fees incurred by the Chargee in connection with the preparation and execution of this Deed.
and any release, discharge, reconveyance or reassignment of the Charged Property and the protection, performance, preservation and enforcement of any rights under or in connection with this Deed and the transactions contemplated by it together in each case with any applicable VAT, and

all legal, professional and other fees, costs, losses, actions, claims, expenses, demands or liabilities howsoever and whenever arising which may be incurred by, or made against the Chargee or any receiver or against any manager, agent, officer or employee of any of them at any time relating to or arising directly or indirectly out of or as a consequence of anything done or omitted to be done in the exercise or purported exercise of the powers contained in this Deed

10 **Application to the Land Registry**

10.1 The Chargor and the Chargee hereby apply to the Land Registry to have a restriction noted against the title number(s) of the Property on the following terms:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Legal Charge dated 15th June 2015 in favour of South East Midlands Local Enterprise Partnership Limited referred to in the charges register."

10.2 Subject to the terms of the Permitted Security the Chargor agrees that during the Security Period all title deeds in relation to the Property and all documents evidencing title to the Charged Property shall be held by the Chargee or at the sole option of the Chargee with any lawyer or firm of lawyers or any other person whose business includes the safe custody of documents and the Chargee shall not be responsible for any loss thereby incurred.

11 **Undertakings**

11.1 During the Security Period the Chargor shall

11.1.1 observe and perform all of the undertakings and indemnities set out in Schedule 5,

11.1.2 not, without the prior written consent of the Chargee, create or permit to subsist any security in respect of the whole or any part of the Charged Property, other than the Permitted Security,

11.1.3 save as permitted by the Loan Agreement not, without the prior written consent of the Chargee, dispose of, deal with or attempt to dispose of or deal with, the whole or any part of the Charged Property or any interest therein,

11.1.4 save for the grant of the Permitted Security not do or cause or permit to be done anything which may in the reasonable opinion of the Chargee, in any way depreciate, jeopardise or otherwise prejudice the value to the Chargee (whether monetary or otherwise) of the whole or any part of the Charged Property.
ensure that its centre of main interest, including (without limitation) its place of registered office, is and remains situated within the jurisdiction of the High Court for the purposes of the opening of insolvency proceedings under the Insolvency Regulation and all other applicable law,

insure and keep the Charged Property insured to its full reinstatement value with a reputable insurer previously approved by the Chargee against such risks and to the extent from time to time required by the Chargee,

ensure that each insurance policy relating to the Charged Property contains (i) a note as to the Chargee's interest in respect of all claims and (ii) a first loss payee clause and a standard mortgagee clause whereby such insurance will not be invalidated, vitiated or avoided against a mortgagee in the event of any misrepresentation, act, neglect or failure to disclose on the part of the insured, all in such manner as the Chargee may in its absolute discretion require,

immediately give notice to the Chargee of any occurrence which may give rise to a claim under any insurance policy relating to the Charged Property and not without the prior written consent of the Chargee agree to settlement of any claim, and

promptly pay all premiums and other monies payable under all its policies of insurance and promptly upon request, produce to the Chargee a copy of each policy and evidence acceptable to the Chargee of the payment of such sums.

The Chargee may at the cost of the Chargor effect or maintain or renew any insurance relating to the Charged Property on such terms, in such name(s) and in such amount(s) as it considers appropriate.

All monies received under any insurance whatsoever and wheresoever relating to the Charged Property shall, as the Chargee so directs (but subject to the terms of the Permitted Security), be applied in repairing, replacing, restoring or rebuilding the property or assets damaged or destroyed or otherwise making good the loss or damage or in or towards the discharge of the Secured Obligations. The Chargor shall hold any such insurance monies received by it on trust for the Chargee pending payment to or direction from the Chargee and the Chargor waives any right it may have to require that any such monies are applied in any other manner than the Chargee so directs.

12 Representations

12.1 The Chargor hereby represents and warrants to the Chargee on each day during the Security Period that

subject only to the Permitted Security, it is the sole legal and beneficial owner of the whole of the Charged Property free from other security and encumbrances,

it is duly incorporated and validly existing with the power and authority to own its assets and carry on its business as presently being conducted,
12.1.3 all actions and conditions required in order for it to lawfully enter into and perform its obligations under this Deed as valid legally binding and enforceable obligations and for this Deed to be admissible in court have been taken, fulfilled and done,

12.1.4 its entry into and performance of its obligations under this Deed will not contravene any existing applicable law or result in any breach or constitute a default under any of the terms of any agreement to which it is a party nor contravene or conflict with any provision of its memorandum or articles or statutes or other constitutional documents,

12.1.5 no litigation, arbitration or administrative proceedings are current or pending which could have a material adverse effect on it, its assets or the performance of its obligations under this Deed,

12.1.6 no proceedings or other steps have been taken and not discharged for the winding up or dissolution or bankruptcy or voluntary arrangement in relation to it or for the appointment of a receiver or liquidator or trustee in bankruptcy or similar appointment in relation to it or its assets,

12.1.7 its centre of main interest, including (without limitation) its place of registered office, is and remains situated within the jurisdiction of the High Court for the purposes of the opening of insolvency proceedings under the Insolvency Regulation and all other applicable law

13. **Interest**

13.1 The Chargor agrees to pay interest to the Chargee on any money demanded of it under this Deed accruing due to the Chargee on a daily basis, from day to day, from the date of first demand until payment is made in full (as well after as before judgment or any liquidation or bankruptcy), at the rate of interest which is two per cent (2%) per annum above the rate of interest agreed to be payable in respect of the Secured Obligations as calculated in accordance with the Loan Agreement

14. **Amounts payable**

14.1 All payments by the Chargor under this Deed shall be made

14.1.1 without set off, retention or counterclaim, and

14.1.2 free and clear of withholding or deduction of any taxes except to the extent that the Chargor is required by law to make such withholding or deduction in which case the Chargor shall pay such amount as will result in the receipt by the Chargee of the sums that would have been receivable by it in the absence of such withholding or deduction in respect of the Secured Obligations under this Deed

14.2 Any amount due from the Chargor under the terms of this Deed but unpaid, including without limitation any interest, may, at the sole option of the Chargee, be added to the Secured Obligations and compounded in accordance with the usual practice of the Chargee
15 Enforcement

15 1 Upon the occurrence of an Event of Default all of the Secured Obligations shall immediately become due and payable and the Chargee may, without notice to the Chargor, enforce all or any part of the security constituted by this Deed at such times, in the manner and on such terms as it thinks fit including (without limitation) the appointment of a receiver to all or any part of the Charged Property.

15 2 Section 103 LPA shall not apply to this Deed and the power of sale under section 101 LPA and all other powers conferred on the Chargee and any receiver by this Deed shall operate as a variation and extension of the statutory powers of sale and other powers under the LPA and such powers shall arise (and the Secured Obligations shall be deemed due and payable for these purposes) on the execution of this Deed.

15 3 The restrictions contained in section 93 LPA shall not apply to this Deed but the Chargee shall have the same right to consolidate this Deed and the money covenanted to be paid with any other security.

15 4 The statutory powers of leasing may be exercised by the Chargee at any time and the Chargee and any receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it shall think fit, without the need to comply with any restrictions imposed by sections 99 or 100 LPA.

15 5 The protection given to purchasers and persons dealing with a receiver in the LPA will apply to purchasers and any other persons dealing with the Chargee or any receiver and no purchaser or other person dealing with the Chargee or any receiver will be bound to see or inquire whether the right of the Chargee or any receiver to exercise any of its or his powers has arisen or become exercisable nor be concerned with any propriety or regularity on the part of the Chargee or any receiver in such exercise or dealings or whether any amount remains secured by this Deed.

15 6 The powers conferred by this Deed on the Chargee are in addition to and not in substitution for the powers conferred on mortgagees and mortgagees in possession under the LPA, the Insolvency Act 1986 or otherwise by law and in the case of any conflict between the powers contained in any such Act and those conferred by this Deed the terms of this Deed will prevail.

16 Receivers

16 1 At any time after having been requested to do so by the Chargor or after the occurrence of an Event of Default or this Deed having become enforceable the Chargee may in writing by deed or otherwise and without prior notice to the Chargor appoint one or more persons to be a receiver of the whole or any part of the Charged Property and the Chargee may, from time to time, in similar manner, remove a receiver or receivers and appoint another or others in substitution thereof.

16 2 Each person appointed to be a receiver pursuant to this Deed will be

16 2 1 entitled to act independently or jointly with any other person appointed as a receiver except to the extent that the Chargee may specify to the contrary in the appointment,

16 2 2 for all purposes deemed to be the agent of the Chargor who shall be solely responsible for his acts, defaults and liabilities and for the payment.
of his remuneration and at no time shall a receiver act as agent for the Chargee, and

entitled to remuneration at a rate to be fixed by the Chargee from time to time (without being limited to any maximum rate)

16 3 The powers of appointment of a receiver shall be in addition to all statutory and other powers of appointment of the Chargee under the LPA (as extended by this Deed) or otherwise and such powers shall remain exercisable from time to time by the Chargee in respect of any part of the Charged Property

16 4 Any receiver shall have and be entitled to exercise, in relation to the Charged Property all rights and powers as the Chargee shall see fit as though the Chargee was absolute owner of the Charged Property, including (without limitation) the rights and powers set out in Schedule 6

16 5 The receipt of the Chargee or any receiver shall be conclusive discharge to any purchaser and, in making any disposal of any of the Charged Property the Chargee or any receiver may do so for such consideration, in such manner and on such terms as the Chargee or any receiver thinks fit

16 6 Neither the Chargee nor any receiver nor any officer, employee or agent of the Chargee or any receiver shall be deemed to be or in any way liable to account as mortgagee in possession in respect of all or any Charged Property or be liable in any way to the Chargor or any other person for the manner of exercise or non-exercise of any powers or rights of the Chargee or any receiver or for any act or default or omission of any nature whatsoever

16 7 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Chargee or any receiver may be exercised or made in the Chargee's or any receiver's absolute and unfettered discretion without any obligation to give reasons

17 Appropriations and application of proceeds

17 1 The Chargee may apply or refrain from applying any money or property received by it in or towards payment or discharge of any liability in respect of the Secured Obligations in such order or manner as it sees fit or determines and hold any money received by it in an interest bearing suspense account or on account of the Chargor's liabilities under this Deed

17 2 If the Chargee (or any receiver) enforces the security constituted by this Deed at a time when no amount in respect of the Secured Obligations is due and payable, or when the amount due and payable is not ascertained, the Chargee (or any receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspension account. The Chargee may withdraw amounts standing to the credit of such suspense account for application in or towards discharge of the Secured Obligations

18 Immediate recourse

18 1 The Chargee shall not be obliged to proceed first against, or enforce any rights or security or claim payment from any person before claiming any benefit under this Deed and the Chargor hereby waives any contrary right it may have whether arising under law or otherwise
Assignment and delegation

The Chargee may (without notice to or the prior consent of the Chargor) assign or transfer all or any of its rights or powers under this Deed to any person whether in connection with an assignment or transfer or the grant of participation in respect of the Secured Obligations or otherwise and may disclose to any potential assignee, transferee or participant such confidential information about the Chargor and this Deed as it shall deem appropriate

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

The Chargee and any receiver may from time to time employ professional advisors and delegate by power of attorney or otherwise to any person any of the powers and discretions of the Chargee or any receiver whether arising by statute, the provisions of this Deed or otherwise upon such terms and for such periods of time as they may think fit (disclosing such confidential information about the Chargor or this Deed as the Chargee or any receiver sees fit) and may at any time determine any such employment or delegation. At no time will either the Chargee or any receiver be liable to the Chargor for any loss or damage arising from any act, default, omission or misconduct of any person

Miscellaneous

If any term or provision of this Deed shall be determined to be or becomes invalid, illegal or unenforceable all other terms and provisions of this Deed shall nevertheless be valid, legal and enforceable to the fullest extent permitted by law

No failure or delay on the part of the Chargee to exercise any right, remedy or power under this Deed or in respect of the Secured Obligations shall operate as a waiver nor shall any partial or defective exercise preclude or impair any other further exercise of that or any other right, remedy or power

No failure by the Chargee to give any notice which it is required to give in respect of the Chargor shall affect or impair the liability of the Chargor to the Chargee under this Deed

At any time after an Event of Default has occurred or this Deed has become enforceable the Chargee may redeem or take a transfer of any security ranking in priority to the security constituted by this Deed. The Chargee may agree the accounts of the holder of any such prior security which agreement shall be binding and conclusive on the Chargor. Any amount paid in connection with such transfer shall be payable on demand by the Chargor to the Chargee

The powers which this Deed confers on the Chargee are cumulative, without prejudice to its powers under general law, and may be exercised as often as the Chargee thinks appropriate

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a third party which exists or is available apart from that Act

This Deed may be executed in two or more counterparts each of which shall constitute an original but which, when taken together, shall constitute one agreement
208 Any certificate signed as correct by the Chargee, showing the amount due under this
Deed and any determination by the Chargee under this Deed shall be binding and
conclusive on and against the Chargor in the absence of manifest error

209 All notices or other communications required in connection with this Deed shall be in
writing and may be delivered by hand or sent by post to the relevant address set out
above or in the case of facsimile transmission to the last published number of the
relevant addressee or such other address or facsimile number as the relevant party
may notify to the other party. Every notice, demand or other communication shall be
deemed to have been received on the second Business Day after posting or at the
time of delivery by hand delivery or facsimile transmission if effected during normal
business hours and if outside normal business hours at the start of the next
succeeding Business Day

21 Power of attorney

211 As further security for the performance of the Chargor’s obligations under this Deed,
the Chargor hereby irrevocably appoints each of the Chargee (whether or not a
receiver has been appointed) and also (as a separate appointment) any receiver
jointly and severally to be its attorney with full power of delegation in its name and on
its behalf

2111 to sign, execute, seal, complete and deliver any document, deed,
agreement, instrument or act which the Chargee or any receiver may
require for perfecting the title of the Chargee to the Charged Property or
for vesting the same in the Chargee, its nominees or any purchaser or
generally for the purposes set out in this Deed,

2112 to sign, execute, seal, complete and deliver any further deed or document
required pursuant to clause 21.1, and

2113 otherwise generally to sign, seal, execute and deliver all deeds,
assurances, agreements and documents and to do all acts and things
which may be required for the full exercise of all or any of the powers
conferrable on the Chargee or a receiver under this Deed or which may be
deemed expedient by the Chargee or a receiver in connection with any
disposal of the Charged Property, realisation or getting in of the Charged
Property or any part of it or in connection with any other exercise of any
power under this Deed

22 Governing law and jurisdiction

221 This Deed and any non-contractual obligations arising out of or in connection with it
shall be governed by and construed in accordance with English law

222 The Chargor hereby irrevocably

2221 agrees for the benefit of the Chargee that the High Court shall have
exclusive jurisdiction in relation to any claim or dispute concerning this
Deed and/or any non-contractual obligation arising out of or in connection
with this Deed and in relation to the enforcement of any judgment relating

to any such claim or dispute, and

2222 waives any right that it may have to object to an action being brought in
the High Court or to claim Forum Non Conveniens or that the action had
otherwise been brought in an inconvenient forum or that the High Court does not have jurisdiction.

22.3 The submission by the Chargor to the jurisdiction of the High Court provided above shall not give rise to any limit on the Chargee’s right to bring legal proceedings in any court having competent jurisdiction or in any court which the Chargee believes to have competent jurisdiction at the time legal proceedings are issued. Legal proceedings brought by the Chargee in one or more jurisdictions shall not preclude any legal proceedings by the Chargee in any other jurisdiction or jurisdictions.

IN WITNESS WHEREOF this Deed has been executed as a deed by the Chargor and the Chargee and is intended to be and is hereby delivered on the date first above written.
Schedule 1

The Property

Those parcels of freehold land off Kettering Road Burton Latimer Kettering
Northamptonshire forming part of registered title NN245305 shown edged in red on Plan 1
(and marked for reference plots R24, R25 and IFR4 on Plan 2)
Schedule 2

Rights and Reservations

1 Definitions and Interpretations

1.1 In this Schedule,

"Conduits" means ducts shafts cisterns tanks radiators pipes wires cables sewers drains soakaways watercourses gutters gullies conduits laser optic fibres electronic data or impulse communication transmission or reception systems and other conducting media or ancillary equipment (excluding those which belong to public utility companies or the local authority) for the passage or transmission of soil gas electricity water air light or electronic information.

"Retained Land" means the land registered under title number NN245305 as the same is shown edged red on Plan 3.

"Road" means the access road on the Retained Land.

"Water Pipe" means any water pipe serving both the Charged Property and the Retained Land.

2 Rights granted for the benefit of the Charged Property

2.1 The right at all times and for all purposes connected with the lawful use of the Charged Property with or without vehicles to pass over and along the Road subject to the Chargee paying a fair proportion (according to user) of the cost of maintaining repairing and (when necessary) renewing or replacing the Road.

2.2 The right to draw and take a supply of electricity to the Charged Property as now existing insofar as such electricity supply passes over land in the ownership or under the control of the Chargor.

2.3 The right to use the Water Pipe and all necessary ancillary rights of access, maintenance, repair and renewal upon payment of

2.3.1 a fair and reasonable proportion of the cost of repair, maintenance and renewal of it,

2.3.2 all proper charges for drawing and taking a metered supply of water from it,

2.3.3 the right at all reasonable times upon giving not less than 10 days prior written notice (except in the case of emergency when no notice is required) to enter onto so much as may be necessary of the Retained Land for the purpose of erecting, maintaining and repairing any boundary fence wall hedge,

2.3.4 the right to the free and uninterrupted running of water soil gas electricity and telephonic signals to and from the Charged Property through the Conduits on the Retained Land serving or capable of serving the Charged Property,
the right to enter the Retained Land

(i) to maintain repair and (if necessary) renew and replace any Conduits on the Retained Land serving the Charged Property,

(ii) within a period of 21 years beginning on the date of this transfer,

(A) to lay new Conduits capable of serving the Charged Property,

(B) to connect to any Conduits on the Retained Land and capable of serving the Charged Property,

on condition that such rights are exercised causing as little interference as reasonably practical with the Chargee making good all damage occasioned thereby,

the right to enter the Retained Land to maintain repair and (if necessary) renew and replace any existing eaves gutters rainwater pipes and other structures overhanging the Retained Land and any existing footings and ancillary structures under the Retained Land,

the right at all reasonable times upon giving not less than 10 days prior written notice (except in the case of emergency when no notice is required) to enter onto so much as may be reasonably necessary of the Retained Land to maintain repair and (if necessary) renew and replace any building structure or boundary feature on the Charged Property which is not otherwise reasonably accessible from the Charged Property the persons exercising such rights causing as little interference as reasonably practicable and making good all damage occasioned thereby,

the right of support and shelter for buildings on the Charged Property enjoyed or capable of enjoyment from the buildings on the Retained Land or the surface of the Retained Land,

the right to drain surface water from the Charged Property through ditches or drains under or in the Retained Land,

full and unrestricted right at any time hereafter and from time to time to erect any buildings or structures or alter any building or structure upon any part of the Charged Property in such manner as it sees fit,

such other rights or reservations required by the Chargee over the Retained Land for the full use and enjoyment of the Charged Property
Schedule 3

Events of Default

3 For the purposes of this Deed and in addition to the Events of Default set out in the Loan Agreement, it shall be an event of default if

3.1 the Chargor does not pay and discharge any part of the Secured Obligations on the due date for payment, or

3.2 the Chargor commits a breach of any of the covenants and obligations contained in this Deed or in the Loan Agreement and where such breach is, in the opinion of the Chargee capable of remedy, it is not remedied to the satisfaction of the Chargee within twenty working days following written notice of the breach or any representation or warranty given in this Deed or in the Loan Agreement is or becomes untrue.
Schedule 4

Permitted Security

Fixed Charge in respect of the Property dated on or around the date of this Deed made between the Chargor (1) and Homes and Communities Agency (2)
Schedule 5

Property undertakings and indemnities

1. The Chargor shall (save as otherwise permitted by the Loan Agreement)

1.1 repair and keep in good and substantial repair and condition to the satisfaction of the Chargee all the Charged Property including (without limitation) all buildings, erections and structures on or in the Property,

1.2 not at any time without the prior written consent of the Chargee sever or remove any of the fixtures forming part of the Property or any of the plant or machinery (other than stock in trade or work in progress) on or in the Charged Property (except for the purpose of any necessary repairs or replacement of it),

1.3 manage the Charged Property and any person occupying the whole or any part of the Charged Property under any occupational lease in accordance with the principles of good estate management and in any manner that the Chargee may in its discretion require,

1.4 not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise impair the value of the whole or any part of the Charged Property or the realisation thereof,

1.5 comply with and observe and perform (a) all covenants and conditions affecting the Charged Property, (b) all applicable requirements of all statutes, planning legislation, regulations and bye-laws relating to the Charged Property, (c) any conditions attaching to any planning permissions relating to or affecting the Charged Property and (d) any notices or other orders made by any planning, environmental or other public body in respect of all or any part of the Charged Property,

1.6 obtain and maintain in full force and effect all Environmental Law authorisations and procure compliance with all Environmental Law matters affecting the Charged Property,

1.7 inform the Chargee immediately of any claim or breach in respect of Environmental Law affecting the Charged Property (whether actual, alleged or threatened) or any investigation or requirement or order made in relation to any such claim or breach and forthwith take all steps necessary to remedy any infringement of any Environmental Law affecting the Charged Property,

1.8 indemnify and keep indemnified (on a full indemnity basis) the Chargee in respect of all claims, costs, expenses and liability whatsoever from time to time incurred by the Chargee

1.8.1 under any covenant, agreement or obligation affecting the Charged Property, whether contained in or imposed by any lease, tenancy or licence or otherwise,

1.8.2 under any legislation concerning or affecting Environmental Law, Landlord and Tenant or Town and Country Planning in respect of any act, matter or thing done, omitted or suffered to be done by or
on behalf of the Chargor or under any requirement or regulation of any competent authority including without limitation fines, penalties, judgments and awards, financial responsibility for clean-up activities, contributions, legal, consultancy, engineers and experts fees, costs and expenses, and

in any actual or attempted enforcement, exercise or protection of any of the rights, powers, provisions and covenants contained in this Deed.
Schedule 6

Powers of receivers

1 All the powers to do or abstain from doing anything which the Chargor could do or abstain from doing in relation to the Charged Property including, without limitation the powers conferred by section 109 LPA and Schedule 1 to the Insolvency Act 1986 and with all the powers of an absolute beneficial owner and in particular a receiver may

1 1 carry on, manage or concur in carrying on managing the whole or any part of the business of the Chargor as he may in his discretion think fit,

1 2 manage, insure, repair, decorate, maintain, alter, improve, renew or add to the Charged Property or concur in so doing as he may in his discretion think fit,

1 3 commence or complete any building operations on the Charged Property as he may in his discretion think fit,

1 4 apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences as he may in his discretion think fit,

1 5 in each case in such manner and generally on such terms as he may in his discretion think fit, (exercising any such power by effecting such transaction in the name of or on behalf of the Chargor or otherwise)

1 5 1 let, hire or lease (with or without premium) and accept surrenders of leases or tenancies or concur in so doing,

1 5 2 grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of the Charged Property,

1 5 3 exchange or concur in exchanging the Charged Property, and

1 5 4 sell, exchange, convert into money and realise the Charged Property or concur in so doing whether by public auction or private contract or otherwise and generally in such manner and on such terms as he may in his discretion think fit for any valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he may in his discretion think fit,

1 6 for the purpose of exercising any of the powers, authorities or discretions conferred on him by or pursuant to this Deed or of defraying any costs which are incurred in the exercise of such powers, authorities or discretions or for any other purpose, raise and borrow money or incur any other liability either unsecured or secured on the Charged Property, either in priority to the security constituted by this Deed or otherwise, and generally on such terms as he may in his discretion think fit. No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of any money so raised or borrowed.
make, or require the directors of the Chargor to make, such calls upon the shareholders of the Chargor in respect of any uncalled capital of the Chargor as the Chargee may in his discretion require and enforce payment of any call so made by action (in the name of the Chargor or a receiver may in his discretion think fit) or otherwise,

settle or compromise any claim by, adjust any account with, refer to arbitration any dispute and deal with any question or demand relating in any way to the Charged Property, as he may in his discretion think fit,

bring, prosecute, enforce, defend and abandon all such action, suits and proceedings in relation to the Charged Property as he may in his discretion think fit,

promote the formation of any subsidiary of the Chargor with a view to such subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Charged Property,

arrange for the purchase, lease, licence or acquisition or an interest in the Charged Property by any such subsidiary for any valuable consideration or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period, as a receiver may in his discretion think fit,

arrange for such subsidiary to trade or cease to trade as the receiver may in his discretion think fit,

appoint and discharge any manager, officer, agent, professional advisor, employee and any other person, upon such terms as he may in his discretion think fit,

give valid receipts for all moneys and execute all assurances and things which he may in his discretion think proper or desirable for selling, leasing, converting, realising or otherwise dealing with the Charged Property,

conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other action, whether required under Environmental Law or by the Chargee or otherwise and comply with all lawful orders and directives of all authorities regarding Environmental Law, and

do all such other acts and things as a receiver may in his discretion consider to be incidental or conducive to any of the matters or powers set out in this Deed or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Property.
EXECUTION PAGE

Signed as a deed by ALLEDGE BROOK LLP acting by duly authorised by Northants LLP and Tarras Park Properties Limited to sign on its behalf as members of Alledge Brook LLP in the presence of

Member signature

Member name

Witness' signature
Witness' name
Witness' address

Witness' occupation

Signed as a deed by SOUTH EAST MIDLANDS LOCAL ENTERPRISE PARTNERSHIP LIMITED acting by a director in the presence of

Director's signature
Director's name

Witness' signature
Witness' name
Witness' address

Witness' occupation

solicitor

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EXECUTION PAGE

Signed as a deed by ALLEDGE BROOK LLP acting by Mark Best + James MacLeod duly authorised by Northants LLP and Tarras Park Properties Limited to sign on its behalf as members of Alledge Brook LLP in the presence of

[Signature]
Member signature

MARK BEST
Member name

[Signature]
Member signature

JAMES MACLEOD
Member name

Signed as a deed by SOUTH EAST MIDLANDS LOCAL ENTERPRISE PARTNERSHIP LIMITED acting by a director in the presence of

[Signature]
Director's signature

[Signature]
Director's name

Witness' signature

Witness' name

Witness' address

Witness' occupation

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