

Co-operative and Community Benefit Societies Act 2014

Recording a Charge

Society: Optivo

Registration number: 7561

The attached charge between the above society and:
M&G Trustee Company Limited

was delivered to the FCA on 27 April 2022.

Instrument date: 22 April 2022

Application Date: 27 April 2022

Date: **05 May 2022**





I hereby certify this to be a true copy of the original dated
27 April 2022

Trowers & Hamblins LLP

Dated

22 April 2022

M&G TRUSTEE COMPANY LIMITED
as Security Trustee

OPTIVO
as Chargor

FIXED CHARGE OVER LAND

(To: The Chief Land Registrar. Note: This Charge contains (in clause 4.1) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee to enter a restriction in the Proprietorship Register and (in clause 4.3(c)) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of the Security Trustee to enter a notice on the Charges Register.)

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Between

- (1) **M&G Trustee Company Limited** in its capacity as security trustee for the Beneficiaries (the **Security Trustee**); and
- (2) **Optivo** a charitable Registered Provider registered with the Regulator with registration number 4851 and as a charitable community benefit society under the Co-operative and Community Benefit Societies Act 2014 with registered number 7561 whose registered office is at Grosvenor House, 125 High Street, Croydon, CRO 9XP (the **Chargor**).

Whereas

- (A) The Chargor and the Security Trustee, amongst others, have entered into a security trust deed dated 23 February 2012 (the Security Trust Deed) pursuant to which the Chargor may grant security in favour of the Security Trustee pursuant to this Deed which can be specifically allocated to certain Beneficiaries.
- (B) It is intended by the parties to this document that it will take effect as a deed despite the fact that a party may only execute this document under hand.

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this deed unless the context otherwise requires:

Approved Tenancy Agreement has the meaning given to it in clause 8.2(l)

Beneficiaries has the meaning given to it in the Security Trust Deed and **Beneficiary** shall be construed accordingly

Charged Assets means all the assets, rights, property and undertaking of the Chargor from time to time mortgaged, charged, assigned or agreed to be assigned to, the Security Trustee by the Chargor under this deed

Collateral Rights means all rights, powers and remedies of the Security Trustee provided by or pursuant to this deed or by law

Competent Authority means any legal person and/or any court of law or tribunal in each case having authority under applicable Environmental Law

Dangerous Substances means any natural or artificial substance (whether in the form of a solid, liquid, gas or vapour) the generation, transportation, storage, treatment, use or disposal of which (whether alone or in combination with any other substance) gives rise to a risk of causing harm to man or any other living organism or causing damage to the Environment or public health and includes, but is not limited to, any controlled, special, hazardous, toxic, radioactive or dangerous waste or substance

Environmental Audit means a full risk assessment of the Charged Assets to ascertain the nature and extent of any harm or detriment caused, or the risk of any possible harm or

detriment which may be caused to the environment by any activity, including soil, air or water testing of the Charged Assets and any other property

Environmental Law means all present and future rules of common or statutory law, acts, regulations, standards or codes having the force of law, any code of practice, circular, guidance note and the like (if not having the force of law being of a kind that is customary for the relevant person (or persons of its status or type carrying on a similar business) to comply with), applicable rights or obligations under European Community Law, and any notices, directions, impositions or requirements issued, imposed or directed by any Competent Authority relating to the protection of human health and safety, the protection of property and proprietary rights, or the protection of the environment or the generation, transportation, storage, use, treatment or disposal of Dangerous Substances

Environmental Licence means a licence, permit, certificate of registration, consent, or approval, including any conditions which attach thereto, which relate to or affect the Charged Assets and which is required by an Environmental Law

Fixtures includes all buildings, erections and structures at any time on or in the course of construction on the Real Property and includes all fixtures, fittings, plant, materials, machinery, equipment, installations and apparatus (including trade fixtures and fittings) now and from time to time in or on the Real Property

Insurances means all contracts and policies of insurance of whatever nature which are from time to time taken out by, or with the authority and on behalf of the Chargor in relation to the Charged Assets

Insured Risks means fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion, malicious damage, landslip, subsidence, burst pipes, environmental pollution, terrorist acts and such other risks as is usual for prudent Registered Providers carrying on activities of the type and scale which are carried on by the Chargor

Letting Document means any valid and binding lease, tenancy or licence to occupy or any valid and binding agreement for any part of the Real Property (from time to time) and any licence, consent or approval given thereunder

Notice of Assignment means a notice substantially in the form set out in Schedule 2 (Notice of Assignment)

Planning Acts means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Housing and Planning Act 2016 and any orders, regulations or permissions (which are legally binding upon the Chargor or its assets) made, issued or granted under or by virtue of those Acts or any of them to the extent that they are applicable to the Chargor

Real Property means

- (a) all the freehold and leasehold property in England and Wales specified in Schedule 1 (Details of Real Property)
- (b) any Fixtures from time to time situated on or forming part of such freehold or leasehold property and

- (c) all Related Rights

Receiver means a receiver, receiver and manager administrative receiver, administrator or attorney or other person to carry out the duties of such person who is a qualified person under the terms of the Insolvency Act 1986 of the whole or any part of the Charged Assets

Registered Provider means a "registered provider of social housing" as such term is defined in the Housing and Regeneration Act

Related Rights means, in relation to any asset

- (a) the proceeds of sale of any part of that asset
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset
- (c) all rights, covenants, easements, benefits, claims, contracts, warranties, remedies, security, indemnities and covenants for title in respect of that asset and
- (d) any monies and proceeds paid or payable in respect of that asset

Relevant Currency means, in relation to each of the Chargor's Liabilities, the currency in which it is from time to time, denominated

Retail Price Index or **RPI** means the General Index of Retail Prices in the UK (January 1987 = 100) (for all items) published by the Office for National Statistics (or any other Government department or other body upon which the duties in connection with such index have devolved) or in the event that such index ceases to be published, such other comparable substituted index as reasonably determined by the relevant Beneficiary

Secured Liabilities means all the money, liabilities and obligations now or hereafter due, owing or incurred to the Security Trustee or any Beneficiary under the terms of the any Relevant Document (including, without limitation, under any amendments, supplements or restatements of any of such Relevant Documents) in any manner whatsoever, all indemnification and reimbursement obligations in any currency or currencies (whether present or future, actual or contingent) and whether owed by the Chargor as principal or surety or incurred solely or jointly with another, together with all interest accruing thereon and all costs charges and expenses incurred by the Security Trustee, any nominee, delegate or agent thereof or any receiver under any of the reimbursement obligations or any of the Relevant Documents in connection therewith and **Secured Liability** means any one of these obligations

Security means the security constituted by or pursuant to this deed

Security Interest means any mortgage, pledge, lien, charge, security assignment, right of set off, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security (including, for the avoidance of doubt, a floating charge) or any other type of preferential arrangement having a similar effect

Value or **Valuation** of the Real Property is a reference to the most up to date value or, as the case may be, valuation of such property and

Tax includes any form of taxation, levy, duty, charge, contribution deductions, withholdings or impost of whatever nature (including any applicable fine, penalty, surcharge or interest)

imposed by any government authority, body or official (whether central, local, state or federal) anywhere in the world competent to impose any of them.

1.2 Interpretation

In this deed references to:

- (a) the **Chargor**, the **Security Trustee**, the **Beneficiaries** or any of them where the context admits include a reference to their respective successors, assigns and/or transferees;
- (b) persons include bodies corporate, unincorporated associations and partnerships in each case whether or not having a separate legal personality;
- (c) words importing one gender will be treated as importing any gender, words importing individuals will be treated as importing corporations and vice versa, words importing the singular will be treated as importing the plural and vice versa and words importing the whole will be treated as including a reference to any part, except where the context specifically requires otherwise;
- (d) this deed or to a provision of this deed, or any other document (including Relevant Document) are references to it as amended, restated, supplemented or novated from time to time;
- (e) the words include or including (or any similar term) are not to be construed as implying any limitation and general words introduced by the word other (or any similar term) will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things; and
- (f) statutory provisions, enactments or EC Directives will include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision, enactment or EC Directive, whether before or after the date of this deed.

1.3 Security Trust Deed

- (a) Words and expressions defined in the Security Trust Deed will have the same meanings when used in this deed, unless the context otherwise requires. In the case of inconsistency definitions set out in the Security Trust Deed will prevail.
- (b) Clause 1.9 of the Security Trust Deed shall apply, mutatis mutandis, to this Deed.

1.4 Headings

The clause, paragraph and Schedule headings and the table of contents are inserted for ease of reference only and will not affect construction.

1.5 Third party rights

- (a) 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.
- (b) The terms of the documents under which the Secured Obligations arise and of any side letters between the parties hereto in relation thereto are incorporated herein to

the extent required for any purported disposition of the Real Property contained herein to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 Payment of secured liabilities

2.1 Covenant to pay

The Chargor covenants with the Security Trustee as Security Trustee and trustee for the Beneficiaries that it will, on demand, discharge all of the obligations which it may at any time have to the Security Trustee (whether for its own account or as Security Trustee and trustee for the Beneficiaries) or any of the Beneficiaries in respect of the Secured Liabilities under the terms of the Relevant Documents.

2.2 Interest on demand

If the Chargor fails to pay any sum on the due date for payment of that sum the Chargor will pay interest on such sum (before and after any judgement) from the date of demand until the date of payment calculated on the basis set out in the Relevant Document in relation to late payments. If the Relevant Document is silent in relation to interest accrual on late payments, interest will accrue on a daily basis at 2% per annum over the highest interest rate referred to in the Relevant Documents and compounded (if unpaid) at such intervals as the Security Trustee may determine until the date such amount is unconditionally and irrevocably paid and discharged in full. Such interest will be calculated on the basis of a 365-day year.

3 Security

3.1 Fixed charges

The Chargor hereby charges in favour of the Security Trustee as Security Trustee and trustee for the Beneficiaries with full title guarantee for the payment and discharge of the Secured Liabilities by way of first fixed charge (which so far as it relates to land in England and Wales the legal title to which is vested in the Chargor at the date of this deed will be a charge by way of legal mortgage) all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets:

- (a) the Real Property;
- (b) all rents receivable from any lease granted out of any Real Property and the benefit of all guarantees, indemnities, rent deposits, agreements, undertakings and warranties relating to the same;
- (c) all furniture, furnishings, tools, vehicles, computers, computer software and hardware and office and other equipment and other chattels belonging to the Chargor and the benefit of all contracts, licences and warranties relating to the same;
- (d) the benefit of all licences, consents and authorisations (statutory or otherwise) held or utilised by the Chargor in connection with the Charged Assets or the use of any of the Charged Assets; and
- (e) all its rights and interests in and claims under the Insurances issued in relation to the Charged Assets.

- (f) if and in so far as the fixed charges set forth in clause 3.1(a) or the assignments set out in clause 3.2 shall for any reason be ineffective as fixed charges or assignments, the assets referred to in those clauses.

3.2 Assignments

The Chargor hereby assigns and agrees to assign by way of security to the Security Trustee as Security Trustee and trustee for the relevant Beneficiaries with full title guarantee (to the fullest extent assignable or capable of assignment without infringing any contractual provision restricting the same (unless any applicable consent or waiver to any such assignment has been given)) for the payment and discharge of the Secured Liabilities, all the Chargor's right, title and interest from time to time in, to and under each of the following present and future assets:

- (a) the personal agreements and covenants (still subsisting and capable of being enforced) by the tenants, lessees, licensees or other parties under the Letting Documents and by all guarantors and all security held by the Chargor from time to time whether present or future in respect of the obligations of the tenants, lessees, licensees or other parties under the Letting Documents (including, without limiting the generality of the foregoing, all monies due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith and any rent arrears or service charges due at any time from any tenants, lessees, licensees or other parties under the Letting Documents regardless of whether such amounts became due before or after the date of this Deed);
- (b) all agreements now or from time to time entered into or to be entered into to enable the charging of the Charged Assets and for the sale, letting or other disposal or realisation of the whole or any part of the Charged Assets (including, without limiting the generality of the foregoing, all monies due and owing to the Chargor or which may become due and owing to the Chargor at any time in the future in connection therewith);
- (c) all agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Chargor to perfect its rights under this Deed or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other documents) now or hereafter entered into by or given to the Chargor in respect of the Real Property charged pursuant to his Deed and all claims, remedies, awards or judgments paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above) in each case relating to the such Real Property;
- (d) all licences held now or in the future in connection with the relevant Real Property and also the right to recover and receive all compensation which may at any time become payable to the Chargor in relation to the relevant Real Property;
- (e) all rights and claims to which the Chargor is now or may hereafter become entitled in relation to any development, construction project, redevelopment, refurbishment, repair or improvement of or on the relevant Mortgaged Property;
- (f) all guarantees, warranties, bonds and representations given or made now or hereafter by, and any rights or remedies against, all or any of the designers, builders, contractors, surveyors, valuers, professional advisers, sub-contractors,

manufacturers, suppliers and installers of any Fixtures in respect of the relevant Real Property; and

- (g) all rental income and disposal proceeds in each case relating to the relevant Mortgaged Property which has not been assigned pursuant to clauses 3.2(a), 3.2(b) or 3.2(c) and the right to make demand for and receive the same.

- 3.3 Following the occurrence of an Enforcement Event which is continuing unremedied or unwaived, the Chargor shall deliver to the Security Trustee (or procure delivery of) a Notice of Assignment duly executed by, or on behalf of, the Chargor in respect of any asset which is the subject of an assignment pursuant to clause 3.2 (Assignments) promptly upon the request of the Security Trustee from time to time and in each case shall use all reasonable endeavours to procure that each such Notice of Assignment is acknowledged by the obligor or debtor specified by the Security Trustee (substantially in the form attached to such Notice of Assignment).

4 The Land Registry and further advances

4.1 Land registration

The Chargor hereby consents to an application being made to the Chief Land Registrar by or on behalf of the Security Trustee to enter the following restriction (in form P of Schedule 4 to the Land Registration Rules 2003) in the Proprietorship Register of any property which is, or is required to be, registered forming part of the Real Property:

'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 [the date of this deed] in favour of M&G Trustee Company Limited (as Security Trustee) referred to in the Charges Register'.

4.2 Implied covenants

For the purposes of Rule 68(1) of the Land Registration Rules 2003, the covenants set out in Sections 2 to 5 (inclusive) of the Law of Property (Miscellaneous Provisions) Act 1994 will be extended by the provisions of this deed.

4.3 Further advances

- (a) Subject to the terms of the Relevant Documents, the relevant Beneficiary which is a lender under a loan facility agreement or other debt instrument may be under an obligation to make further advances to the Chargor.
- (b) For the purposes of sub-section 94(1)(c) of the Law of Property Act 1925, subsection 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003, the obligation on the relevant Beneficiaries to make further advances will be deemed to be incorporated in this deed as if the same were set out in this deed.
- (c) 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 Security Trustee 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 Real Property.

5 Further assurance

5.1 Further assurance: general

The Chargor will, at its own expense, promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee may specify (and in such form as the Security Trustee may require in favour of the Security Trustee or its nominee(s)):

- (a) to perfect or protect the security created or intended to be created in respect of the Charged Assets or any part thereof (which may include the execution by the Chargor of a mortgage, fixed charge or assignment over all or any of the assets constituting, or intended to constitute, Charged Assets) or for the exercise of the Collateral Rights; and/or
- (b) to facilitate the realisation of the Charged Assets; and/or
- (c) to obtain all necessary consents to procure the registration of this deed at the Land Registry or on the Land Charges Register as appropriate.

5.2 Consents

The Chargor will use all reasonable endeavours to obtain (in form and content satisfactory to the Security Trustee) as soon as possible any consents necessary to enable the relevant assets of the Chargor purported to be so charged or assigned to be the subject of an effective fixed charge or assignment pursuant to clauses 3.1 and 3.2 and, immediately upon obtaining any such consent, the asset concerned shall become subject to such security and the Chargor shall promptly deliver a copy of each consent to the Security Trustee.

5.3 Preservation of rights

Neither the obligations of the Chargor contained in this deed nor the rights, powers and remedies conferred in respect of the Chargor upon the Security Trustee by the Relevant Documents or any of them or by law shall be discharged, impaired or otherwise affected by:

- (a) the winding-up, dissolution, administration or reorganisation of the Chargor or any other person or any change in its status, function, control or ownership;
- (b) any of the obligations of the Chargor or any other person under the Relevant Documents or under any other security relating to the Relevant Documents being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- (c) time or other indulgence being granted or agreed to be granted to the Chargor or any other person in respect of any of their obligations under the Relevant Documents or under any such other security;
- (d) any amendment to, or any variation, waiver or release of any obligation of the Chargor or any other person under the Relevant Documents or under any such other security;
- (e) any failure to take, or fully to take, any security contemplated by the Relevant Documents or otherwise agreed to be taken in respect of the Chargor's or any other person's obligations under the Relevant Documents;

- (f) any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any security taken or agreed to be taken in respect of the Chargor's, or any other person's obligations under the Relevant Documents; or
- (g) any other act, event or omission which, but for this clause 5.3, might operate to discharge, impair or otherwise affect any of the obligations of the Chargor or any other person or any of the rights, powers or remedies conferred upon the Security Trustee or any or the Beneficiaries by the Relevant Documents or by law.

6 Negative pledge and disposal restrictions

6.1 Negative pledge

The Chargor will not create, or permit to arise, or continue (in favour of any person other than the Security Trustee) any Security Interest over the Charged Assets now or in the future, or agree or attempt to do so, or increase or extend any liability of the Chargor secured on any of the Charged Assets, except as permitted under the Relevant Document(s).

6.2 Disposal of fixed charge assets

Except as permitted by the Relevant Documents, the Chargor will not (whether by a single transaction or number of related or unrelated transactions, and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of the Charged Assets charged or assigned by clauses 3.1 and 3.2 or any interests therein.

7 Representations and warranties

7.1 Duration and to whom made

The representations and warranties made by the Chargor in this clause 7 will remain in force for (and will be deemed repeated on each day falling during) the period for which the Secured Liabilities are outstanding and are given to the Security Trustee and each of the Beneficiaries.

7.2 Matters represented

Except as disclosed in writing to the Security Trustee in any certificate of title addressed to the Security Trustee on or prior to the date of this deed or on or prior to the date the Real Property becomes subject to a fixed charge hereunder:

- (a) the Chargor is the legal and beneficial owner of the Real Property;
- (b) planning permission has been obtained or is deemed to have been granted in accordance with statute for the purposes of the Planning Acts and has been complied with in respect to any development and the existing use of the Real Property and the Planning Acts and all relevant building regulations or previously relevant building bye-laws have been complied with in respect of all developments, alterations and improvements to the Real Property and they have also been complied with in respect of the use of the Real Property;
- (c) there are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever affecting the Real Property which materially adversely affect or are likely to materially adversely affect the Value of the Real Property or the ability of the Chargor to perform its obligations owed to the Security Trustee and the Beneficiaries;

- (d) nothing has arisen or has been created or is subsisting which would be an overriding interest over the Real Property which materially adversely affects or is likely to materially adversely affect the Value of the Real Property or the ability of the Chargor to perform its obligations owed to the Security Trustee;
- (e) no facilities necessary for the enjoyment and use of the Real Property are enjoyed by the Real Property on terms entitling any person to terminate or curtail its or their use which materially adversely affects or is likely to materially adversely affect the Value of the Real Property or the ability of the Chargor to perform its obligations owed to the Security Trustee and the Beneficiaries;
- (f) the Chargor has received no notice of any adverse claims by any person in respect of the ownership of the Real Property or any interest therein, nor has any acknowledgement been given to any person in respect thereof;
- (g) the Real Property will be free from any tenancies or licences other than those tenancies or licences permitted under the Relevant Documents;
- (h) the Chargor has disclosed to the Security Trustee and the Relevant Beneficiaries full details of all inspections, investigations, studies, Environmental Audits and other analyses commissioned by it in relation to environment matters in respect of the Real Property and any adjoining land;
- (i) the Chargor is, and has at all times been, in compliance with Environmental Law and has not caused or permitted any liability to arise under them and no circumstances exist which are known to it which may be expected to prevent or interfere with it being in compliance with any Environmental Laws; and
- (j) the Chargor has obtained and is, and has at all times been, in compliance with Environmental Licences and no circumstances exist which might reasonably be expected to prevent or interfere with such compliance in the future.

7.3 **Security created**

Subject to registration at the Land Registry or at the Land Charges Registry as appropriate and the Financial Services Authority (where appropriate), this deed creates those security interests it purports to create ranking as set out above and is not liable to be avoided or otherwise set aside on the liquidation, receivership or administration of the Chargor or otherwise.

8 **General undertakings**

8.1 **Not to jeopardise the Security**

The Chargor will not do or allow to be done anything which could reasonably be expected materially to decrease the Value of the Security (other than fair wear and tear arising from the use of the Charged Assets in the ordinary course of business).

8.2 **Undertakings**

The Chargor will:

- (a) **Repair:** keep the Real Property in good and tenantable repair and condition and adequately and properly painted and decorated (or, as applicable, procure the same)

and keep the Fixtures and all plant, machinery, implements and other effects for the time being owned by it and which are in or upon the Real Property or elsewhere in a good state of repair and in good working order and condition (save for fair wear and tear) except where the Real Property are subject to a development, construction, refurbishment, major repair or improvement scheme until the same is completed;

- (b) **Insurance:** maintain insurance cover in relation to its activities and assets relating to the Real Property against such risks and in such amounts as is usual for prudent Registered Providers carrying on activities of the type and scale which are carried on by the Chargor and promptly, on request from the Security Trustee, provide the Security Trustee, on request, with copies of all policies and contracts of insurance which relate to the Real Property or income deriving therefrom together with evidence that those policies and contracts are in full force and effect and comply with the requirements of the Security Documents;
- (c) **Noting of interest:** procure that a note of the Security Trustee's interest (in a manner satisfactory to the Security Trustee) is endorsed upon all policies of insurance relating to the Real Property (except where the relevant policy or policies are effected in the joint names of the Chargor and the relevant Beneficiary (and, as appropriate, any third party) or the relevant policy or policies provide for the automatic noting of a mortgagee's interest and the Chargor has provided evidence of this satisfactory to the Security Trustee) which shall at any time during the subsistence of this security be effected, maintained or held by the Chargor, and use its reasonable endeavours to procure that the relevant policy or policies contain provisions that such policy or policies will not be terminated or otherwise allowed to lapse unless 14 days' prior notice is given to the Security Trustee;
- (d) **Maintenance of Insurances:** not do or knowingly permit anything to be done in or upon or relating to the Real Property or any part thereof which may make void or voidable any Insurance in connection therewith;
- (e) **Premiums:** promptly pay all premiums and do all other things necessary to keep all of the Insurances in force and, promptly on reasonable demand by the Security Trustee, produce to the Security Trustee on request the policy, certificate or cover note relating to each Insurance (as requested by the Security Trustee) and of the receipt for the payment of each such premium;
- (f) **Compliance with leases:** pay (if it is the lessee) the rents reserved by and (in any event) perform and observe all the covenants, agreements and stipulations on the part of the Chargor contained in any lease or leases comprised within the Real Property and not to do or knowingly suffer to be done any act or thing whereby such lease or leases may become liable to forfeiture or otherwise be determined, provided that if a notice pursuant to section 146 of the Law of Property Act 1925 is served on the Chargor, the Chargor shall promptly inform the Security Trustee;
- (g) **Taxes and outgoings:** (save to the extent that payment of the same is being contested in good faith) pay as and when the same shall become payable all Taxes, rates, duties, charges, assessments and outgoings whatsoever (whether parliamentary, parochial, local or of any other description) which shall be assessed, charged or imposed upon or payable in respect of the Real Property or any part thereof (but not in respect of the occupier thereof where the Chargor is not the occupier);

- (h) **User:** use the Real Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts and not without the prior written consent of the Security Trustee, make any application for planning permission which could reasonably be expected to have an adverse effect on the value of the Real Property or implement any planning permission so obtained;
- (i) **Notices:** within 7 days after the receipt by the Chargor of any application, requirement, order or notice served or given by any public or local or any other authority in relation to the Real Property or any part thereof where the cost of compliance with that application, requirement, order or notice when aggregated with others outstanding at that time is in excess of £100,000 (as increased by RPI from the date of this Deed), give written notice thereof to the Security Trustee and also (within 7 days after demand) produce the same or a copy thereof to the Security Trustee and inform it of the steps taken or proposed to be taken to comply with any such requirement thereby made or implicit therein;
- (j) **Statutes:** duly and punctually perform and observe all its obligations in connection with the Charged Assets under any present or future statute or any regulation, order or notice made or given thereunder;
- (k) **Development:** other than in compliance with clause 8.2(a), not carry out, or permit to be carried out, on any part of the Real Property except with the previous consent in writing of the Security Trustee any material development (within the meaning of that expression in the Planning Acts and being development for which the permission of the local planning authority is required) other than any development approved or contemplated under the Relevant Document (if any);
- (l) **Leases:**
 - (i) not without the previous consent in writing of the Security Trustee grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of the Real Property or any part thereof or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Real Property other than as permitted under the Relevant Document(s) or pursuant to residential tenancies at a rent and without a fine or premium and which complies with the provisions of the applicable guidance issued by the Tenant Services Authority and/or (where applicable) the Homes and Communities Agency under the Housing and Regeneration Act 2008 (**Approved Tenancy Agreement**) (or on terms which confer no fewer rights on the Chargor as the lessor or licensor and impose no obligations on the Chargor additional to those set out in an Approved Tenancy Agreement) and provided, on request by the Security Trustee following the occurrence of an Enforcement Event which is continuing, it notifies the Security Trustee of all leases, tenancies, licences or rights to occupy granted or surrendered by it and if so reasonably requested by the Security Trustee provided it sends a copy thereof to the Security Trustee forthwith upon request;
 - (ii) (in accordance with its enforcement and arrears policies as a Registered Provider (which shall be in a form that is in compliance with the applicable guidance of the Tenant Services Authority)) enforce and not waive or release the covenants, conditions, agreements and obligations contained in or

- imposed by any Letting Documents or any guarantee in respect of the obligations of the tenants, lessees, licensees or other parties thereunder which materially adversely affects or is reasonably likely to materially adversely affect the value of the Real Property;
- (iii) not without the prior written consent of the Security Trustee accept or agree to accept the surrender or alteration of any of the Letting Documents which materially adversely affects or is reasonably likely to materially adversely affect the value of the Real Property and observe and perform all the covenants, conditions, agreements and obligations on its part in all respects (to the extent non-compliance materially adversely affects or is likely to materially adversely affect the value of the Real Property or the ability of the Chargor to perform its obligations under the Relevant Document); and
 - (iv) at any time after an Enforcement Event has occurred and is continuing after the expiry of any applicable grace period during which the Enforcement Event has not been remedied and upon the request of the Security Trustee, issue irrevocable instructions to the other parties to any Letting Document to pay rents and sums due under any Letting Documents to the Security Trustee or into such accounts as the Security Trustee may require.
- (m) **Deposit of title deeds:** subject to the Relevant Documents, deposit with the Security Trustee all deeds and documents of title relating to the Charged Assets (and it is hereby agreed that the Security Trustee shall be entitled to hold the same during the Security Period) except to the extent that any such Charged Assets are released by the Security Trustee pursuant to the terms of the Relevant Documents;
 - (n) **Access:** duly and punctually perform and observe all material covenants and stipulations (restrictive or otherwise) affecting all or any part of the Real Property and indemnify the Security Trustee and each Beneficiary in respect of any breach thereof, provide the Security Trustee with such information as it may reasonably require regarding the Chargor's compliance with this Deed, and permit (so far as it is lawful and subject to the relevant tenant's rights) the Security Trustee and any person nominated by it at all reasonable times (provided that reasonable notice has been given by the Security Trustee to the Chargor) to enter upon the Real Property and view the state of the same;
 - (o) **Investigation of title:** after the occurrence of an Enforcement Event which is continuing and which is not remedied within any applicable grace period or an event which the Security Trustee reasonably believes (having first made full and proper enquiries with the Chargor) is a Potential Enforcement Event which is continuing, grant the Security Trustee or its lawyers on request all such facilities within the power of the Chargor to enable such lawyers to carry out investigations of title to the Real Property and other property which is or may be subject to this security and enquiries into matters in connection therewith as may be carried out by a prudent mortgagee. Such investigations and enquiries shall be at the expense of the Chargor;
 - (p) **Report on title:** after the occurrence of an Enforcement Event which is continuing and which is not remedied within any applicable grace period or an event which the Security Trustee reasonably believes (having first made full and proper enquiries with the Chargor) is a Potential Enforcement Event which is continuing and only to the extent that no investigation of title has been conducted pursuant to clause 8.2(o), forthwith on demand by the Security Trustee provide the Security Trustee with a

solicitor's report in a form acceptable to the Security Trustee as to the title of the Chargor to the Real Property and other property which is or may be subject to this security and related matters concerning the items which a prudent mortgagee would properly require in a solicitor's report of this nature; and

- (q) **Authorisations:** if so requested by the Security Trustee, obtain any material authorisation or material licence required in order to enable the Security Trustee pursuant to the powers of enforcement conferred on it by the Security Documents to sell vacant Real Property and comply with any local land charges, covenants (leasehold or otherwise) or restrictive covenants relating to such Real Property which are binding on it,
- (r) **Energy performance:**
 - (i) carry out any energy efficiency improvements necessary, or take any other steps necessary, to ensure that at all times each part of its Mortgaged Property which is designed to be let can be let or can continue to be let without breaching any applicable laws or regulations in respect of minimum levels of energy efficiency for properties; and
 - (ii) promptly following a request by the Security Trustee, provide to the Security Trustee a copy of the current energy performance certificate(s) in respect of each Mortgaged Property or evidence that an energy performance certificate is not required under any applicable law or regulation,

provided that nothing in this clause 8.2 shall require or oblige the Chargor to do or procure to be done anything which is inconsistent with, or contrary to, the terms of any lease or leases under which the Chargor holds any part or parts of the Real Property.

9 Power to remedy

In the case of default by the Chargor in repairing or keeping in repair or insuring the Charged Assets or any part thereof or in observing or performing any of the covenants or stipulations affecting the same, the Chargor will permit the Security Trustee or its agents and contractors to enter on the Charged Assets and to comply with or object to any notice served on the Chargor in respect of the Charged Assets and to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as the Security Trustee may consider are necessary or desirable to prevent or remedy any breach of covenant or stipulation or to comply with or object to any notice. The Chargor will indemnify and keep the Security Trustee indemnified against all losses, costs, charges and expenses reasonably incurred in connection with the exercise of the powers contained in this clause 9.

10 Enforcement of Security

10.1 When security becomes enforceable

The security hereby conferred shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the Law of Property Act 1925 as varied or amended by this Deed shall be immediately exercisable upon and after an Enforcement Event has occurred and is continuing. After the security constituted hereby has become enforceable, the Security Trustee may enforce all or any part of such security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of such security subject to the terms of the Relevant Documents.

10.2 Enforcement of security

For the purposes of all powers implied by statute the Secured Obligations shall be deemed to have become due and payable on the date hereof and section 93 of the Law of Property Act 1925 (restricting the right of consolidation) and section 103 of the Law of Property Act 1925 (restricting the power of sale) shall not apply to this security. The statutory powers of leasing conferred on the Security Trustee shall be extended so as to authorise the Security Trustee to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Trustee shall think fit and without the need to comply with any of the provisions of sections 99 and 100 of that Act.

10.3 Possession

If the Security Trustee, any Receiver or 'any delegate of any such person will take possession of the Charged Assets, it or he may at any time relinquish such possession.

10.4 No liability as mortgagee in possession

The Security Trustee will not be liable to account as a mortgagee in possession in respect of all or any part of the Charged Assets or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Charged Assets to which a mortgagee in possession might otherwise be liable.

10.5 Power of sale

The power of sale under this deed may be exercised notwithstanding that the Security Trustee or the Receiver may have previously waived or refrained from exercising that power; and no demand or notice of sale made or given under this deed will be waived by the acceptance of any payment on account of the Secured Liabilities, or by any negotiations between the Security Trustee and the Chargor or any other party who is acting as agent for the Chargor or on behalf of it.

10.6 Receiver's liability

All the provisions of clause 14 will apply, mutatis mutandis, in respect of the liability of any Receiver and delegate of the Receiver or the Security Trustee or any officer, employee or agent of the Security Trustee, any Receiver or any delegate.

11 Extension and variation of the Law of Property Act 1925

11.1 Extension of powers

The power of sale or other disposal conferred on the Security Trustee and on any Receiver by this deed will operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power will arise (and the Secured Liabilities will be deemed due and payable for that purpose) on execution of this deed.

11.2 Restrictions

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 will not apply to this deed or to the exercise by the Security Trustee of its right to consolidate all or any of the security created by or pursuant to this deed with any other security in existence at any time or to its power of sale, which powers may be exercised by the Security Trustee without notice to the Chargor.

11.3 Power of leasing

The statutory powers of leasing may be exercised by the Security Trustee at any time and the Security Trustee and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it will think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

11.4 Non-application

The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply to clause 3 being:

- (a) the words **other than any charges, encumbrances or rights which that person does not and would not reasonably be expected to know about** in Section 3(1);
- (b) the words **except to the extent that** and all words thereafter in Section 3(2); and
- (c) Section 6(2).

11.5 Application

Section 109(8) of the Law of Property Act 1925 will not apply, and all monies received by the Security Trustee or any Receiver in the exercise of any powers conferred by this deed will be applied in accordance with clause 8 of the Security Trust Deed.

- 11.6 The Chargor will have no rights in respect of the application by the Security Trustee of any sums received, recovered or realised by the Security Trustee under this deed.

12 Appointment of Receiver

12.1 Appointment of a Receiver

- (a) At any time after this security becomes enforceable or if the Chargor so requests the Security Trustee in writing at any time, the Security Trustee may without further notice appoint under seal or in writing under its hand any one or more qualified persons to be a Receiver of all or any part of the Charged Assets in like manner in every respect as if the Security Trustee had become entitled under the Law of Property Act 1925 to exercise the power of sale thereby conferred.
- (b) In this clause 12, qualified person means a person who, under the Insolvency Act 1986, is qualified to act as a Receiver of the property of any company with respect to which he is appointed.

12.2 Powers of a Receiver

Every Receiver appointed in accordance with clause 12.1 shall have and be entitled to exercise all of the powers set out below. The powers referred to above are (in each case to the extent permitted by law):

- (a) Take possession: to take immediate possession of, get in and collect the Charged Assets or any part thereof;
- (b) Protection of assets: to make and effect all repairs and Insurances and do all other acts which the Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Assets and to commence and/or

complete any building operations on the Real Property and to apply for and maintain any planning permissions, building regulation approvals and any other permissions, consents or licences, in each case as he may in his absolute discretion think fit;

- (c) Borrow money: for the purpose of exercising any of the powers, authorities and discretions conferred on him by or pursuant to this Deed and/or of defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in the exercise thereof or for any other purpose, to raise and borrow money either unsecured or on the security of the Charged Assets or any part thereof either in priority to the security constituted by this Deed or otherwise and generally on such terms and conditions as he may think fit and no person lending such money shall be concerned to enquire as to the propriety or purpose of the exercise of such power or to see to the application of any money so raised or borrowed;
- (d) Sell assets: to sell, exchange, convert into money and realise all or any part of the Charged Assets by public auction or private contract and generally in such manner and on such terms as he shall think proper. Without prejudice to the generality of the foregoing he may do any of these things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he may think fit. Fixtures, other than landlords fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor;
- (e) Leases: to let all or any part of the Security Assets for such term and at such rent (with or without a premium) as he may think proper and to accept a surrender of any lease or tenancy thereof on such terms as he may think fit (including the payment of money to a lessee or tenant on a surrender);
- (f) Compromise: to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor in relation to the Charged Assets or any part thereof;
- (g) Legal actions: to bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Charged Assets or any part thereof as may seem to him to be expedient;
- (h) Receipts: to give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising the Charged Assets;
- (i) Insolvency Act 1986 and Law of Property Act 1925:
 - (i) all the powers (as varied and extended by the provisions of this Deed) conferred by the Insolvency Act 1986 on mortgagees in possession, Administrators, Receivers and Administrative Receivers (each as defined therein); and
 - (ii) to do all such other acts and things as any Receiver may consider desirable or necessary for realising the Charged Assets or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Deed and to exercise in relation to the Charged Assets or any part thereof all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same and to use the name of the Chargor for all or any of such purposes;

- (j) Building work: to demolish, alter, improve, develop, complete, construct, modify or refurbish the whole or any part of the Real Property and the Fixtures thereon and to complete or undertake or concur in the completion or undertaking of any approved development (with or without modification) and any other project in which the Chargor was concerned or interested in prior to his appointment being a project for the demolition, alteration, improvement, development, completion, construction, modification, rebuilding or reinstatement, refurbishment or repair of the Real Property (or any part thereof) and the Fixtures and in particular (without prejudice to the generality of the foregoing) to carry out and complete such approved development;
- (k) Repairs: to undertake, effect or complete any work of repair, maintenance, modification, redecoration, improvement, fitting out and furnishing of the Real Property or any part thereof;
- (l) Planning and environment: to apply for and obtain any planning permissions, building regulation approvals, environmental permits and any other permissions, consents or licences in relation to the Charged Assets or any part thereof;
- (m) Services: power to provide all services (including, without limitation, heating, lighting and cleansing) which may be deemed expedient in relation to the occupation or management of the Mortgaged Property;
- (n) Contracts: to enter into, perform, repudiate, rescind, vary, modify, assign, sub-let or novate any contract or agreement, option agreement, agreement for lease, building contract or professional appointment or otherwise for or which relates in any way to the Charged Assets and to appoint, hire and employ and remunerate such contractors, advisers, professionals, agents, servants, attendants, managers, officers, workmen and others upon such terms and at such salaries, fees or remuneration and generally in such manner as he shall think fit and to discharge such persons;
- (o) Acquire additional property: to acquire any interest in any real or personal property which he may consider necessary or desirable to acquire in order to maintain or enhance the value of the Charged Assets or any part thereof and to grant or surrender, easements, covenants and licences and to make exchanges and to enter into any agreements for the revision of boundaries; and
- (p) General powers: to do all such other acts and things as he may consider necessary or desirable for realising the Charged Assets or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of this Deed, to exercise in relation to the Charged Assets or any part thereof all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same and to use the name of the Chargor for all or any of such purposes.

12.3 Removal and remuneration

The Security Trustee may from time to time by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it may deem it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by it. The Security Trustee will consider any request from the Chargor to remove a Receiver provided the Chargor can show, to the reasonable satisfaction of the Security Trustee, that failure to remove such Receiver would be prejudicial to the proper realisation or disposal of

the Chargor's assets or that the specific Receiver in carrying out his appointment hereunder (and not, for the avoidance of doubt, the actual appointment of any Receiver), is prejudicing the Chargor's registration with the Tenant Services Authority.

12.4 Security Trustee may exercise

To the fullest extent permitted by law, all or any of the powers, authorities and discretions which are conferred by this Deed (either expressly or impliedly) upon a Receiver of the Charged Assets may be exercised after the security hereby created becomes enforceable by the Security Trustee in relation to the whole of such Charged Assets or any part thereof without first appointing a Receiver of such property or any part thereof or notwithstanding the appointment of a Receiver of such property or any part thereof.

13 Protection of purchasers

13.1 Consideration

The receipt of the Security Trustee or any Receiver will be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Charged Assets or making any acquisition, the Security Trustee or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

13.2 Protection of purchaser

No purchaser, mortgagee or other person dealing with the Security Trustee or any Receiver will be bound to inquire whether the right of the Security Trustee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Security Trustee or such Receiver in such dealings.

14 Power of attorney

(a) Appointment

The Chargor hereby by way of security and in order more fully to secure the performance of its obligations hereunder irrevocably appoints the Security Trustee and every Receiver of the Charged Assets or any part thereof appointed hereunder and every such delegate or sub-delegate as aforesaid to be its attorney acting severally, and on its behalf and in its name or otherwise (at any time after the occurrence of an Enforcement Event which is continuing) to execute and do all such assurances, acts and things which the Chargor ought to do under the covenants and provisions contained in this Deed (including, without limitation, to make any demand upon or to give any notice or receipt to any person owing monies to the Chargor and to execute and deliver any charges, legal mortgages, assignments or other security and any transfers of securities) and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed or by statute on the Security Trustee or any such Receiver, delegate or sub delegate and (without prejudice to the generality of the foregoing) to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may reasonably deem proper in or for the purpose of exercising any of such powers, authorities and discretions.

(b) **Ratification**

The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in clause 14(a) shall do or purport to do in good faith in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in such.

14.2 Ratification

The Chargor will ratify and confirm all things lawfully done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

15 Effectiveness of Security

15.1 Continuing security

The security created by or pursuant to this deed will remain in full force and effect as a continuing security for the Secured Liabilities unless and until discharged by the Security Trustee.

15.2 Cumulative rights

The security created by or pursuant to this deed and the Collateral Rights will be cumulative, in addition to and independent of every other security which the Security Trustee (whether in its capacity as Security Trustee and trustee or otherwise) or any of the Beneficiaries may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior security held by the Security Trustee (whether in its capacity as Security Trustee and trustee or otherwise) or any of the Beneficiaries over the whole or any part of the Charged Assets will merge into the security constituted by this deed.

15.3 No prejudice

Neither the Security or the Collateral Rights will be prejudiced by any time or indulgence granted to the Chargor or any other person or by any other thing which might otherwise prejudice the Security or any Collateral Right.

15.4 Remedies and waivers

No failure on the part of the Security Trustee to exercise, or any delay on its part in exercising, any Collateral Right will operate as a waiver thereof, nor will any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

15.5 No liability

None of the Security Trustee, its nominee(s) or any Receiver will be liable by reason of:

- (a) taking any action permitted by this deed; or
- (b) any neglect or default in connection with the Charged Assets; or
- (c) taking possession of or realising all or any part of the Charged Assets, except in the case of negligence or wilful default or fraud upon its part.

15.6 Partial invalidity

If, at any time, any provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this deed nor of such provision under the laws of any other jurisdiction will in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this deed is invalid, unenforceable or ineffective for any reason, that will not affect or impair any other part of the Security.

15.7 Other security

The Security Trustee will not be obliged to resort to any guarantees, indemnities, Security Interests or other means of payment now or hereafter held by or available to it before enforcing this deed and no action taken or omitted by the Security Trustee or any of the Beneficiaries in connection with any such guarantees, indemnities, Security Interest or other means of payment will discharge, reduce, prejudice or affect the liability of the Chargor or the Secured Liabilities nor will the Security Trustee be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such guarantees, indemnities, Security Interests or other means of payment.

15.8 Variation

No variation of the terms of this deed will be valid unless it is in writing signed by the Chargor and confirmed in writing by the Security Trustee.

16 Release of Security

16.1 Redemption of security

Upon the Secured Liabilities being discharged in full and the none of the Relevant Beneficiaries being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor, the Security Trustee will, at the request and cost of the Chargor, release and cancel the security constituted by this deed and procure the reassignment to the Chargor of the property and assets assigned to the Security Trustee pursuant to this deed, in each case subject to clause 20 and without recourse to, or any representation or warranty by, the Security Trustee or any of its nominees.

16.2 Avoidance of payments

If the Security Trustee or any Relevant Beneficiary considers that any amount paid or credited to it or any of the Relevant Beneficiaries is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws the liability of the Chargor under this deed and the security constituted hereby will continue and such amount shall not be considered to have been irrevocably paid.

16.3 Retention of security

Where the Security Trustee has reasonable cause to be concerned that the Chargor is or may become insolvent, the Security Trustee may retain this deed, the Security and all documents of title, certificates and other documents relating to or evidencing ownership of all or any part of the Charged Assets.

17 Subsequent Security Interests

If the Security Trustee or any of the Beneficiaries at any time receives or is deemed to have received notice of any subsequent Security Interest affecting all or any part of the Charged Assets or any assignment or transfer of the Charged Assets which is prohibited by the terms of this deed, all payments thereafter by or on behalf of the Chargor to the Security Trustee or any of the Beneficiaries will be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities as at the time when the Security Trustee or the relevant Beneficiaries received such notice.

18 Confidentiality

The Security Trustee may give such information relating to the Chargor and the Chargor's Liabilities as it thinks fit to any person proposing to take an assignment and/or transfer from the Security Trustee and/or to enter into contractual relations with the Security Trustee with respect to this deed.

19 Expenses, stamp taxes and indemnity

19.1 Expenses

The Chargor will, from time to time on demand of the Security Trustee, reimburse the Security Trustee on a full indemnity basis for all the costs and expenses (including legal fees) together with any VAT thereon properly incurred by it or by any Receiver in connection with:

- (a) the negotiation, preparation and execution of this deed and the completion of the transactions and perfection of the security contemplated in this deed; or
- (b) the exercise, preservation and/or enforcement of any of the Collateral Rights or the security contemplated by this deed or any proceedings instituted by or against the Security Trustee or any Receiver as a consequence of taking or holding the security or of enforcing the Collateral Rights,

and such expenses will carry interest until so reimbursed at the rate referred to in clause 2.2.

19.2 Stamp taxes

The Chargor will pay all stamp, stamp duty land tax, registration and other taxes to which this deed, the security contemplated in this deed or any judgement given in connection with it is or at any time may be subject and will, from time to time, indemnify the Security Trustee on demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such tax.

19.3 Indemnity

The Chargor will, notwithstanding any release or discharge of all or any part of the Security, indemnify the Security Trustee, its agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Chargor of the provisions of this deed, the exercise or purported exercise of any of the rights and powers conferred on them by this deed or otherwise relating to the Charged Assets.

20 Payments free of deduction

All payments to be made under this deed will be made free and clear of and without deduction or withholding whatsoever for or on account of any taxes except to the extent that the Chargor is required by law to make such payment subject to the deduction or withholding of any taxes. If any tax or amount in respect of tax is required to be deducted from any amounts payable or paid by the Chargor, the Chargor will pay such additional amounts as may be necessary to ensure that after the making of the deduction or withholding which is required the relevant recipient receives and retains (free from any liability in respect of any such deduction or withholding) a net amount equal to the full amount which it would have received and retained had no such deduction or withholding been made.

21 Discretion and delegation

21.1 Discretion

Any liberty or power which may be exercised or any determination which may be made hereunder by the Security Trustee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

21.2 Delegation

Each of the Security Trustee and any Receiver will have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this deed (including the power of attorney) on such terms and conditions as it sees fit which delegation may include power to sub-delegate and will not preclude either the subsequent exercise of such power, authority or discretion by the Security Trustee or the Receiver itself or any subsequent delegation or revocation thereof.

22 Perpetuity period

The perpetuity period under the rule against perpetuities, if applicable to this deed, will be the period of 125 years from the date of this deed.

23 Counterparts

This deed may be executed in counterparts, all of which when taken together will constitute a single deed.

23.1 Certificates

A certificate signed by an official of the Security Trustee as to the amount due or owing from the Chargor will be conclusive evidence against the Chargor except in the case of manifest error or any question of law.

24 Communication

24.1 Written

Any communication to be given in connection with this deed will be in writing.

24.2 Addresses

The address and facsimile number of the Chargor and the Security Trustee for all notices under, or in connection with, this Deed are:

- (a) in the case of the Chargor:

Optivo
Grosvenor House
125 High Street
Croydon
Surrey CR0 9P

FAO: Chief Financial Officer
Fax: +44 (0)20 8771 6961

- (b) in the case of the Security Trustee:

M&G Trustee Company Limited
10 Fenchurch Avenue
London
EC3M 5AG

FAO: Corporate Trust Manager
Fax: 020 7548 3883

or, in each case, such other details as one may notify the other in writing.

24.3 Delivery

A communication sent by the Security Trustee under clause 24 will be deemed to have been received:

- (a) if delivered by hand, at the time of delivery;
- (b) if sent by first class pre-paid post, on the next day after posting; or
- (c) if sent by fax, when the Security Trustee's fax machine records a complete transmission.
- (d) if by electronic communication, in accordance with clause 25

A communication by the Chargor will be deemed made only when actually received by the Security Trustee.

25 Electronic Notices

- (a) Any communication to be made between the Borrower and the Security Trustee under or in connection with this Deed may be made by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if the Borrower and the Security Trustee:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than 5 Business Days' notice.

- (b) Any such electronic communication as specified in clause 25(a) which is to be made between the Borrower and the Security Trustee may only be made in that way to the extent that the Borrower and the Security Trustee agree (unless and until notified to the contrary) that this is to be an accepted form of communication.
- (c) Any such electronic communication as specified in clause 25(a) will be effective only when actually received (or made available) in readable form, and in the case of any electronic communication made to the Security Trustee only if it is addressed in such a manner as the Security Trustee shall specify for this purpose.
- (d) Any electronic communication which becomes effective in accordance with clause 25(c) after 5.00pm in the place in which the party to whom the relevant communication is sent or made available has its address for the purpose of this Deed shall be deemed only to become effective on the next Business Day in that place.

Any reference in this Deed to a communication being sent or received shall be construed to include that communication being made available in accordance with this clause 25.

26 Exempt Charity

The Real Property is held by (or on trust for) the Chargor, an exempt charity.

27 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it will be governed by and is to be construed in accordance with, the laws of England and Wales.

28 Jurisdiction of courts of England

- 28.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) **(Dispute)**.
- 28.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settled Disputes and accordingly no Party will argue to the contrary.
- 28.3 This clause 28 is for the benefit of the Security Trustee. As a result, the Security Trustee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Trustee may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this deed.

Schedule 1

Details of Real Property

All the land and buildings contained in and (save where expressly stated otherwise) comprising the whole of the title number set out in the table below and including all of the dwellings specified in such table:

UPRN	Property Address	Title Number	Tenure	Date of Existing Security
11114	Flat 1 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11115	Flat 2 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11116	Flat 3 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11117	Flat 4 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11118	Flat 5 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11119	Flat 6 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11120	Flat 7 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11121	Flat 8 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11122	Flat 9 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11123	Flat 10 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11124	Flat 11 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11125	Flat 12 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11126	Flat 13 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11127	Flat 14 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012

UPRN	Property Address	Title Number	Tenure	Date of Existing Security
11128	Flat 15 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11129	Flat 16 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11130	Flat 17 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11131	Flat 18 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11132	Flat 19 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11133	Flat 20 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
11134	Flat 21 Carisbrooke Court, 27 Mount Nod Road, London SW16 2LH	SGL236696	Freehold	10 August 2012
14450	127 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14451	128 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14452	129 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14453	169 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14454	170 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14455	171 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14456	172 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14457	173 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14458	174 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14459	175 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14460	176 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14461	177 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14461 14462	178 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14463	179 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14464	180 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009

AG with authority

UPRN	Property Address	Title Number	Tenure	Date of Existing Security
14465	181 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14466	182 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14467	183 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14468	184 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14469	185 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14470	186 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14471	187 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14472	188 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14473	189 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14474	190 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14475	191 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14476	192 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14477	193 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14478	194 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14479	195 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14480	196 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14481	197 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14482	198 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14483	199 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14484	200 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14485	201 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14486	202 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14487	203 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14488	204 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14489	215 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14490	216 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009

UPRN	Property Address	Title Number	Tenure	Date of Existing Security
14491	217 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14492	218 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14493	219 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009
14494	220 Bennetts Close, Mitcham CR4 1NT	TGL102229	Freehold	31 March 2009

Schedule 2

Notice of Assignment

To:

Dated:

Notice of assignment

We hereby give notice that by a legal mortgage dated ♦ made between Optivo (**Chargor**) (1) and M>rustee Company Limited as security trustee (**Security Trustee**) (2) (**Charge**), the Chargor assigned to the Security Trustee as Security Trustee for and on behalf itself and the Beneficiaries (as defined in the Charge) from time to time all its rights, title and interest in *[describe assigned assets]* (**Assigned Assets**) as security for the payment of all Secured Obligations (as defined in the Charge).

By signing and returning to the Security Trustee the additional copy of this notice, please acknowledge notice of the Charge and confirm and agree that:

- 1 you have not received notice of any previous assignment, charge, lien or other security interest of or affecting the Assigned Assets;
- 2 all monies due or to become due from you to the Chargor under the Assigned Assets shall be paid to the Chargor's account with *[Bank] ([account number]; [sort code])* or to such other account as the Security Trustee may notify you in writing and without set-off or counterclaim save as provided in the Assigned Assets; and
- 3 you will not without prior written consent of the Security Trustee determine or amend the Assigned Assets.

Until the Security Trustee shall serve written notice to the contrary, the Chargor shall be entitled, subject to the provisions of this notice, to exercise its rights under the Assigned Assets.

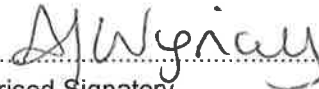
Yours faithfully

.....
Authorised Signatory
for and on behalf of
Optivo
as Chargor

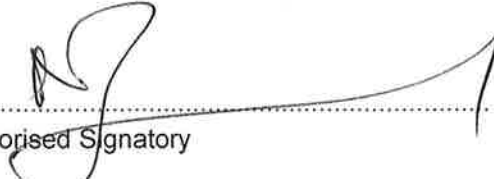
Signatories

Chargor

Executed as a Deed by affixing the common)
seal of **Optivo**)
in the presence of)



Authorised Signatory



Authorised Signatory

7621

Recording a charge

Section 1 – About this form

Use this form to record a charge under the Co-operative and Community Benefit Societies Act 2014 (including credit unions); or Co-operative and Community Benefit Societies Act (Northern Ireland) 1969 (excluding credit unions).

Part 5 of the Co-operative and Community Benefit Societies Act 2014 enables charges over the assets of a society to be recorded with us. For English and Welsh societies, fixed or floating charges can be recorded. For Scottish societies, only floating charges can be registered. Section 29 of the Co-operative and Community Benefit Societies Act (Northern Ireland) 1969 enables charges (fixed or floating) over the assets of a society to be recorded with us.

Use this form to record a charge. If you complete the form correctly and send it to us in time with a copy of the charge, we will record the charge as appropriate and send you a formal notification.

Send this application form and the instrument to us within 21 days (including the date of signing) of the date the charge document was signed.

We have the discretion to extend the 21 day deadline where it has been missed by reason of inadvertence or other sufficient cause. Further information is provided in this form.

For information about our approach to charges under the Co-operative and Community Benefit Societies Act 2014 please see our guidance at <http://www.fca.org.uk/static/documents/fg15-12.pdf>

Please note that this form, including any details provided on the form, will be made available to the public through the Mutuels Public Register: <https://mutuals.fca.org.uk>.

Section 2 – About this application

2.1 What is the name and register number of your society?

Society name	Optivo
Register number	7561

2.2 Who can we contact about this application?

Name	Yvonne Mao
Role	Managing Associate
Email address	ymao@towers.com
Phone number	020 7423 8050

Section 3 – About the charge

3.1 Which of the following are you asking us to do?

Record a charge (not available for societies in Scotland) ☒

Register a floating charge (Scottish societies only) ☐

3.2 Who are the parties to the charge?

Name	Optivo
Name	M & G TRUSTEE COMPANY LIMITED
Name	
Name	

3.3 What date was the charge executed?

2	2	0	4	2	0	2	2
---	---	---	---	---	---	---	---

3.4 Please confirm you have attached a certified copy of the charge:

Certified copy of the charge attached ☒

3.5 Has the application been submitted within the 21 day limit?

Yes ☒

No ☐ Please provide reasons below

To decide if we can extend the registration period we need to know the reasons for the late application. Your answer should explain why the application was submitted late. Please ensure you provide sufficient information for us to

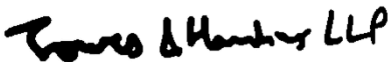
determine whether the application is late by reason of inadvertence or some other sufficient cause.

--

Section 4 – Declaration

Please ensure this form is signed by one of the following:

- The secretary of the society or credit union; or
- A solicitor acting on behalf of the society or credit union; or
- A person interested in the charge on behalf of the society or credit union.

Name	Yvonne Mao
My signature below confirms that the information in this form is accurate to the best of my knowledge	
Signature 	
Position	Managing Associate
Date	April 2022

Section 5 – Submitting this form

Please submit a signed, scanned version of your application by email to: mutual.societies@fca.org.uk

Or please submit by post to:

Mutual Societies
Financial Conduct Authority
12 Endeavour Square
London
E20 1JN

This form is available on the **Mutuals Society Portal**:

<https://societyportal.fca.org.uk>