DATED 20th September 2013

(1) NORTHAMPTON BOROUGH COUNCIL

(2) THE NORTHAMPTON TOWN FOOTBALL CLUB LIMITED

_________________________________________

LEGAL MORTGAGE
BETWEEN:

(1) NORTHAMPTON BOROUGH COUNCIL of The Guildhall, St Giles Square, Northampton NN1 1DE (the “Council”); and

(2) THE NORTHAMPTON TOWN FOOTBALL CLUB LIMITED (No. 00183917) whose registered office is at Sixfields, Upton Way, Northampton NN5 5QA (the “Borrower”).

BACKGROUND:

(A) The Council and the Borrower have entered into a Facility Agreement dated 18 September 2013. The Facility Agreement includes an agreement that the Council shall pay to the Borrower Advances to a total sum of £7,500,000 and the Borrower has agreed to enter into a Legal Mortgage with the Council to secure the said £7,500,000.

(B) The Borrower is the owner of the Property

AGREED TERMS:-

1. Definitions and Interpretation

1.1 Definitions

Advance part of the sum due to be paid to the Borrower under the terms of the Facility Agreement

Business Day a day (other than a Saturday or a Sunday or public holiday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market

Certificate of Title any report on or certificate of title relating to the Property supplied to the Council by the Borrower (or on its behalf)

Charged Property all the assets, property and undertaking for the time being subject to any Security created by this legal mortgage. References to the Charged Property shall include references to any part of it.

Costs all costs, charges, expenses, taxes, liabilities of any kind, including (without limitation) costs and damages in connection with litigation, professional fees, disbursements with any VAT charges on Costs which the Council or any
Receiver or Delegate may charge or incur in relation to this legal mortgage, the Charged Property or breach of any provision of this legal mortgage by the Borrower

**Commitment**

The Council's commitment to make advances on the terms and conditions of the Facility Agreement as reduced from time to time by the amount of outstanding Advances.

**Delegate**

any person appointed by the Council or any Receiver pursuant to clause 11 and any person appointed as attorney of the Council, Receiver or Delegate

**Drawing**

a drawing made, or to be made, by the Borrower under the Facility Agreement

**Drawdown Date**

the date on which an Advance is made, or is to be made.

**Drawdown Request**

a drawdown request on the standard form supplied by the Council

**Environment**

all of the air, water and land, including (without limitation) the air within buildings and other natural or man-made structures above or below ground, ground and surface water, and surface and sub-surface soil.

**Environmental Law**

all applicable statutes, treaties, regulations, directives or similar measures relating to the pollution or protection of the Environment that affect the Charged Property

**Environmental Licence**

any authorisation required by an Environmental Law in respect of any Charged Property

**Event of Default**

any event or circumstance listed in Schedule 7 of the Facility Agreement

**Facility Agreement**

means the agreement dated 18th September 2013 between the Council and the Borrower

**Finance Documents**

the Facility Agreement and this legal mortgage

**Indebtedness**

any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint
<table>
<thead>
<tr>
<th><strong>Insurance Policies</strong></th>
<th>the insurance policies referred to in clause 2.2.1</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lender</strong></td>
<td>the Council</td>
</tr>
<tr>
<td><strong>Material Adverse Effect</strong></td>
<td>in the Council's reasonable opinion a material and adverse effect on the Borrower's ability to perform all or any of its obligations under the terms of the Finance Documents or any of them</td>
</tr>
<tr>
<td><strong>Mortgagor</strong></td>
<td>the Borrower</td>
</tr>
<tr>
<td><strong>Permitted Security</strong></td>
<td>any Security arising under</td>
</tr>
<tr>
<td></td>
<td>(a) this legal mortgage;</td>
</tr>
<tr>
<td></td>
<td>(b) any Security given to Barclays Bank Plc over different assets to those charged to the Council pursuant to this legal mortgage;</td>
</tr>
<tr>
<td></td>
<td>(c) any Security created or outstanding with the Council's written consent;</td>
</tr>
<tr>
<td></td>
<td>(d) any common law liens in the ordinary course of trading;</td>
</tr>
<tr>
<td></td>
<td>(e) any normal title retention arrangements of a supplier's standard conditions of supply of goods acquired by the Borrower in the ordinary course of its business;</td>
</tr>
<tr>
<td></td>
<td>(f) any netting or set-off arrangements entered into by the Borrower in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances of the Borrower's accounts.</td>
</tr>
<tr>
<td><strong>Plan</strong></td>
<td>the plan attached at Schedule 1</td>
</tr>
<tr>
<td><strong>Property</strong></td>
<td>the leasehold property (Whether registered or unregistered) owned by the Borrower described in Schedule 1</td>
</tr>
<tr>
<td><strong>Property Rights</strong></td>
<td>the rights set out in Schedule 1 of this legal mortgage</td>
</tr>
<tr>
<td><strong>Receiver</strong></td>
<td>a receiver and/or manager of any or all of the Charged Property</td>
</tr>
<tr>
<td><strong>Rent</strong></td>
<td>all amounts payable to or for the benefit of the Borrower by way of rent, licence fee, service charge, dilapidations, ground rent, and rent charge in respect of any part of the</td>
</tr>
</tbody>
</table>

3
<table>
<thead>
<tr>
<th>Term</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>Retained Land Rights</td>
<td>any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise</td>
</tr>
<tr>
<td>Secured Liabilities</td>
<td>all present and future monies, obligation and liabilities owed by the Borrower to the Council, whether actual or contingent and whether owned jointly or severally, as principal or surety and/or in any other capacity, under or in connection with the Finance Documents (including, without limitation, those arising under clause 18.3.2), together with all amounts which may be or become due and payable by the Borrower under this legal mortgage, and together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities</td>
</tr>
<tr>
<td>Security</td>
<td>any mortgage or charge (whether fixed or floating, legal or equitable), pledge, lien and hypothecation, assignment as security, title retention or any other type of arrangement that has a similar effect to any of them</td>
</tr>
<tr>
<td>Security Period</td>
<td>the period starting on the date of the Facility and ending on the date on which the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full or [ ] whichever shall be the earlier</td>
</tr>
<tr>
<td>Sold Property</td>
<td>the sale of any of the Property subject to the terms of the Finance Documents</td>
</tr>
<tr>
<td>Successor</td>
<td>means any successor in title of the Borrower to the Retained Land or any part thereof</td>
</tr>
<tr>
<td>Valuation</td>
<td>any valuation relating to the Property supplied to the Council by the Borrower (or on its behalf)</td>
</tr>
<tr>
<td>VAT</td>
<td>value added tax</td>
</tr>
</tbody>
</table>
1.2 **Interpretation**

In this legal mortgage:

1.2.1 A reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former stature, statutory provision or subordinate legislation which it amends or re-enacts.

1.2.2 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.2.3 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include in the singular.

1.2.4 A reference to a clause or Schedule is to a clause of, or Schedule to, this legal mortgage and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires.

1.2.5 A reference to this legal mortgage, the Facility, the Finance Documents (or any provision of each) or any other document shall be construed as a reference to this legal mortgage, the Facility, the Finance Documents, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties.

1.2.6 A reference to a person shall include a reference to an individual, firm, Borrower, partnership, corporation, unincorporated body of persons, or any state or any agency of any person.

1.2.7 A reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).

1.2.8 A reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description.

1.2.9 A reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution.

1.2.10 A reference to a regulation includes any regulation, rule, official directive, request or guideline (Whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.2.11 A reference to determines or determined means, unless the contrary is indicated, a determination at the discretion of the person making it.

1.2.12 Clause, Schedule and paragraph headings shall not affect the interpretation of this legal mortgage.

1.3 **Nature of security over real property**

A reference in this legal mortgage to a charge or mortgage of or over the Property includes:
1.3.1 all buildings and fixtures and fittings (including trade and tenant’s fixtures and fittings) and fixed plan and machinery which are situation on or form part of the Property at any time;
1.3.2 the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
1.3.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants;
1.3.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.4 Law of Property (Miscellaneous Provisions) Act 1989
For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Finance Documents and any side letters between any parties in relation to the Finance Documents are incorporated into this legal mortgage.

1.5 Third party rights
A third party (being any person other than the Borrower, the Council and its permitted successors and assigns, any Receiver and any Delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this legal mortgage.

1.6 Perpetuity period
If the rule against perpetuities applied to any trust created by this legal mortgage, the perpetuity period shall be 125 years (as specified in section 5(1) of the Perpetuities and Accumulations Act 2009).

1.7 Schedules
The Schedules form part of this legal mortgage and shall have effect as if set out in full in the body of this legal mortgage. Any reference to this legal mortgage includes the Schedules.

2. Grant of security

2.1 Legal mortgage and fixed charges
As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee charges to the Lender:

2.1.1 by way of first legal mortgage, the Property; and
2.1.2 by way of first fixed charge:
2.1.2.1 all of its rights in any policies of insurance exclusively relating to the Property, including the proceeds of any claims under such policies, the Rent and the benefit of any guarantee or security in respect of the Rent to the extent not effectively assigned under clause 2.2; 

2.1.2.2 the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Borrower is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of the Charged Property exclusively or otherwise relating to the Charged Property exclusively, including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them; and

2.1.2.3 All authorisations (statutory or otherwise) held or required in connection with the Borrower's business carried on exclusively at the Property or the use of any Charged Property, and all rights in connection with them.

2.2 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Council:

2.2.1 all its rights in any policies of insurance relating exclusively to the Property, including the proceeds of any claims under such policies;

2.2.2 the Rent and the benefit of any guarantee or security in respect of the Rent, Provided that nothing in this clause 2.2 shall constitute the Council as mortgagee in possession.

3. Perfection of security

3.1 Registration of legal mortgage at the Land Registry

The Borrower consents to an application being made by the Council to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2013 in favour of Northampton Borough Council referred to in the charges register"
3.2 Further advances
The Council covenants with the Borrower that it shall perform its obligations to make Advances to the Borrower under the Facility (including any obligation to make available further advances).

3.3 Cautions against first registration and notices
If any notice (whether agreed or unilateral) is registered against the Borrower’s title to the Property, the Borrower shall immediately provide the Council will full particulars of the circumstances relation to such caution or notice. If such notice was registered to protect a purported interest the creation of which is not permitted under this legal mortgage, the Borrower shall immediately, and at its own expense, take such steps as the Council may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

4. Liability of the Borrower and Council’s protections

4.1 Liability not discharged

The Borrower’s liability under this legal mortgage in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

4.1.1 any intermediate payment, settlement of account of discharge in whole or part of the Secured Liabilities; or
4.1.2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Council may now or after the date of this legal mortgage have from or against the Borrower, the Borrower or any other person in connection with the Secured Liabilities; or
4.1.3 any act or omission by the Council or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Borrower, the Borrower or any other person; or
4.1.4 any termination, amendment, variation, novation or supplement of or to any of the Secured Liabilities; or
4.1.5 any grant of time, indulgence, waiver or concession to the Borrower, the Borrower or any other person; or
4.1.6 any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability, the discharge by operation of law or any change in the constitution, name or style of the Borrower, the Borrower or any other person; or
4.1.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation or, or Security held from, the Borrower, the Borrower or any other person in connection with the Secured Liabilities; or
4.1.8 any claim or enforcement of payment from the Borrower, the Borrower or any other person; or
4.1.9 any other act or omission which would not have discharged or affected the liability of the Borrower had it been a principal debtor or by anything done or omitted by any person which ,but for this provision, might operate to exonerate or discharge the Borrower or otherwise reduce or extinguish its liability under this legal mortgage.

4.2 Immediate recourse
The Borrower waives any right it may have to require the Council:
4.2.1 to take any action or obtain judgement in any court against the Borrower or any other person; or
4.2.2 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person; or
4.2.3 to make demand, enforce or seek to enforce any claim, right or remedy against the Borrower or an other person,

Before taking steps to enforce any of its rights or remedies under this legal mortgage

5. Representations and warranties
The Borrower represents and warrants to the Council in the terms set out in Schedule 2 on the date of this legal mortgage and on:
5.1 the date of each Drawdown Request; and
5.2 each Drawdown Date
by reference to the facts and circumstances existing on each such date.

6. Covenants
The Borrower covenants with the Council in the terms set out in Schedule 3.

7. Powers of the Council
The Council shall have the powers set out in Schedule 4.

8. Enforcement
8.1 When security becomes enforceable
The security constituted by this legal mortgage shall be immediately enforceable and the power of sale and other powers given by section 101 of the LPA (as varied or extended by this legal mortgage) shall be immediately exercisable at any time after:

8.1.1 a notice has been served by the Council to the Borrower pursuant to paragraph Schedule 7 of the Finance Documents;

8.1.2 the Borrower fails to comply with any provision of this legal mortgage and (if the Council considers, acting reasonably, that the default is capable of remedy) such default is not remedied within 15 (fifteen) Business Days of the earlier of:

8.1.2.1 the Council notifying the Borrower of the default and the remedy required; and

8.1.2.2 the Borrower becoming aware of the default;

8.1.3 any representation, warranty or statement made, repeated or deemed made by the Borrower in, or pursuant to, this legal mortgage (or proves to have been incomplete, untrue, incorrect or misleading when made, repeated or deemed made) and if the Council consider, acting reasonably, that the misrepresentations is capable of remedy, such misrepresentation is not remedied within 15 (fifteen) Business Days of the earlier of:-

8.1.3.1 the Council notifying the Borrower of the misrepresentation and the remedy required; and

8.1.3.2 the Borrower becoming aware of the misrepresentation;

8.1.4 the Borrower stops or suspends payment of any of its debts, or is unable to, or admits its inability to, pay its debts as they fall due;

8.1.5 the Borrower commences negotiations, or enters into any composition or arrangement, with one or more of its creditors with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties);

8.1.6 a moratorium is declared in respect of any of the Borrower’s indebtedness;

8.1.7 any action, proceedings, procedure or step is taken for:-

8.1.7.1 the suspension of payments, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Borrower; or

8.1.7.2 the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Borrower or any of its assets;

8.1.8 the value of the Borrower’s assets is less than its liabilities (taking into account contingent and prospective liabilities);

8.1.9 any event occurred in relation to the Borrower which is analogous to those set out in Clauses 8.1.4, 8.1.5, 8.1.6, 8.1.7 or 8.1.8;
8.1.10 any event or circumstances referred to in Clauses 8.1.4, 8.1.5, 8.1.6, 8.1.7, 8.1.8 or 8.1.9 shall not apply to any winding up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement or, if earlier, the date on which it is advertised;

8.1.11 a distress, attachment, execution, expropriation, sequestration or other legal process is levied, enforced or sued out on, or against, the Borrower’s assets.

8.2 **When statutory powers arise**

Section 103 of the LPA shall not apply to this legal mortgage and the statutory power of sale and other powers given by section 101 of the LPA (as varied or extended by this legal mortgage) shall, as between the Council and a purchaser, arise on the execution of this legal mortgage and be exercisable at any time after such execution, but the Council shall not exercise such power of sale until the security constituting this legal mortgage has become enforceable under clause 8.1.

8.3 **Enforcement of security**

After the security constituted under this legal mortgage has become enforceable, the Council may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold of dispose of all or any part of the Charged Property.

8.4 **Redemption of prior security**

At any time after the security constituted by this legal mortgage has become enforceable, or after any powers conferred by any Security having priority to this legal mortgage shall have become exercisable, the Council may:

8.4.1 redeem such or any other prior Security, or procure its transfer to itself; and

8.4.2 settle any account of that encumbrancer.

The settlement of such account shall be conclusive and binding on the Borrower. All monies paid by the Council to an encumbrancer in settlement of such an account shall, as from its payment by the Council, be due from the Borrower to the Council on current account and shall bear interest and be secured as part of the Secured Liabilities.

8.5 **Extension of statutory powers of leasing**

The statutory powers of leasing and accepting surrenders are extended so as to authorise the Council, any Receiver and any Delegate, at any time after the security constituted by this legal mortgage has become enforceable, whether in its own name or in that of the Borrower, to make any lease or agreement for lease, accept surrender of leases or grant any option of the whole or any part of the Property with whatever rights relating to other
parts of it, containing whatever covenants on the part of the Borrower, generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Council, Receiver or Delegate thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA.

8.6 **Privileges**

Each Received and the Council is entitled to all the rights, powers and privileges and immunities conferred by the LPA on mortgagees and receivers.

8.7 **No liability as mortgagee in possession**

Neither the Council, any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

8.8 **Relinquishing possession**

If the Council, any Receiver or any Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

9. ** Receivers**

9.1 At any time after the security constituted by this legal mortgage has become enforceable or at the request of the Borrower, the Council may, without further notice:

9.1.1 appoint under seal or in writing, by a duly authorised officer of the Council, any one or more person or persons to be a receiver or a receiver and manager, of all or any part of the Charged Property; and

9.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time, under seal or in writing, by a duly authorised officer of the Council, remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place.

Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by the Council specifies to the contrary).

9.2 **Power of appointment additional to statutory powers**

The power to appoint a Receiver conferred by this legal mortgage shall be in addition to all statutory and other powers of the Council under the Insolvency Act 1986, the LPA or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA.
9.3 **Power of appointment exercisable despite prior appointments**
The power to appoint a Receiver (whether conferred by this legal mortgage or by statute) shall be, and remain, exercisable by the Council despite any prior appointment in respect of all or any part of the Charged Property.

9.4 **Remuneration of a Receiver**
The Council may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA and the remuneration of the Receiver shall be a debt secured by this legal mortgage which shall be due and payable immediately upon its being paid by the Council.

10. **Powers and capacity of a Receiver**

10.1 **Powers of a Receiver**
Any Receiver appointed by the Council under this legal mortgage shall, in addition to the powers conferred on him by the LPA and the Insolvency Act 1986, have the powers set out in Schedule 5.

10.2 **Scope of Receiver’s powers**
Any exercise of any of the powers of a Receiver by the Receiver may be on behalf of the Borrower, the directors of the Borrower or himself.

10.3 **Receiver is agent of the Borrower**
Any Receiver appointed by the Council under this legal mortgage shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Council.

11. **Delegation**

Each of the Council and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this legal mortgage (including the power of attorney granted under clause 14.1). Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Council or any Receiver shall think fit. Neither the Council nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.
12. Application of proceeds

12.1 Order of application
All monies received by the Council, a Receiver or a Delegate (other than sums received pursuant to any Insurance Policy) pursuant to this legal mortgage after the security constituted by this legal mortgage has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA) be applied:

12.1.1 first in paying all costs, charges and expenses of, and incidental to, the appointment of any Receiver and the exercise of his powers and all outgoings paid by him;

12.1.2 second in paying the remuneration of any Receiver (as agreed between the Receiver and the Council);

12.1.3 third in or towards discharge of the Secured Liabilities in such order and manner as the Lender determines; and

12.1.4 finally in paying any surplus to the Borrower or any other person entitled to it.

12.2 Appropriation
Neither the Council, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

12.3 Suspense account
All monies received by the Council or a Receiver or a Delegate under this legal mortgage (other than sums received pursuant to any Insurance Policy which are not going to be applied in or towards discharge of the Secured Liabilities) may, at the discretion of the Council, Receiver or Delegate, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Council, Receiver or Delegate and the Borrower, and may be held in such account for so long as the Council, Receiver or Delegate thinks fit.

13. Protection of third parties

13.1 Protection of third parties
No purchaser, mortgagee or other person dealing with the Council or any Receiver or Delegate shall be concerned:

13.1.1 to enquire whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged, or whether the power the Council or a Receiver or Delegate is purporting to exercise has become exercisable; or
13.1.2 to see to the application of any money paid to the Council or any Receiver or Delegate.

13.2 **Conclusive discharge to purchasers**

The receipt of the Council or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the Council, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

14. **Power of attorney**

14.1 **Appointment of attorneys**

By way of security, the Borrower irrevocably appoints the Council, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:

14.1.1 the Borrower is required to execute and do under this legal mortgage; and

14.1.2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this legal mortgage or by law on the Council, any Receiver or any Delegate.

14.2 **Ratification of acts of attorneys**

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in clause 14.1.

15. **Release**

Subject to clause 18.3, on the expiry of the Security Period (but not otherwise), the Council shall, at the request and cost of the Borrower, take whatever action is necessary to release the Charged Property from the security constituted by this legal mortgage.

16. **Release of Sold Property from Security**

Following the sale of any Sold Property:

16.1 the Council shall without recourse, representation or warranty of title release and discharge all of the Sold Property from the charges constituted or intended to be constituted by this legal mortgage;

16.2 the Sold Property shall be held freed and discharged from the security constituted or intended to be constituted by this legal mortgage and from all claims and demands arising under this legal mortgage;
16.3 the Council shall release and discharge the Borrower from all its obligations to the Council under this legal mortgage in respect of the Sold Property;

16.4 the Council shall, at the request and cost of the Borrower, do all such acts and/or execute all such documents as may be reasonably necessary to give effect to the release referred to in Clauses 16.1 to 16.3 and the Council shall at the cost of the Borrower co-operate for the purpose of procuring that any necessary entry is made in any relevant register or other statutory record relating to the Borrower or any of the Sold Property as may be requested of it from time to time to give effect to the release; and

16.5 the Council shall deliver to the Borrower all deeds, certificates and other documents (if any) presently held by the Council which relate exclusively to the Sold Property.

17. Assignment and transfer

17.1 Assignment by the Council
At any time, without the consent of the Borrower, the Council may assign or transfer the whole or any part of the Council's rights and/or obligations under this legal mortgage to any person to whom the Council may assign or transfer the whole or any part of the Facility. The Council may disclose such information about the Borrower, the Charged Property and this legal mortgage as the Council considers appropriate to any actual or proposed assignee or transferee agreeing to keep such information confidential.

17.2 Assignment by the Borrower
The Borrower may not assign any of its rights, or transfer any of its obligations, under this legal mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.

18. Further provisions

18.1 Independent security
This legal mortgage shall be in addition to, and independent of, every other security or guarantee which the Council may hold for any of the Secured Liabilities at any time. No prior security held by the Council over the whole or any part of the Charged Property shall merge in the security created by this legal mortgage.

18.2 Continuing security
This legal mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other
matter or thing, unless and until the Council discharges this legal mortgage in writing.

18.3 **Discharge conditional**
Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional on no payment or security received by the Council in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

18.3.1 the Council or its nominee may retain this legal mortgage and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Council deems necessary (acting reasonably) to provide the Council with security against any such avoidance, reduction or order for refund; and

18.3.2 the Council may recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred.

18.4 **Certificates**
A certificate or determination by the Council as to any amount for the time being due to it from the Borrower shall (in the absence of any manifest error) be conclusive evidence of the amount due.

18.5 **Rights cumulative**
The rights and powers of the Council conferred by this legal mortgage are cumulative, may be exercised as often as the Council considers appropriate, and are in addition to its rights and powers under the general law.

18.6 **Waivers**
Any waiver or variation of any right by the Council (whether arising under this legal mortgage or under the general law) shall only be effective if it is in writing and signed by the Council and applies only in the circumstances for which it was given, and shall not prevent the Council from subsequently relying on the relevant provision.

18.7 **Further exercise of rights**
No act or course of conduct or negotiation by or on behalf of the Council shall, in any way, preclude the Council from exercising any right or power under this legal mortgage or constitute a suspension or variation of any such right or power.
18.8 Delay
No delay or failure to exercise any right or power under this legal mortgage shall operate as a waiver.

18.9 Single or partial exercise
No single or partial exercise of any right under this legal mortgage shall prevent any other or further exercise of that or any other right.

18.10 Consolidation
The restriction on the right of consolidation contained in section 93 of the LPA shall not apply to this legal mortgage.

18.11 Partial invalidity
The invalidity, unenforceability or illegality of any provision (or part of a provision) of this legal mortgage under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

18.12 Counterparts
This legal mortgage may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

19. Notices

19.1 Service
Each notice or other communication required to be given under, or in connection with, this legal mortgage shall be:
19.1.1 in writing, delivered personally or sent by special delivery or pre-paid first-class letter; and
19.1.2 sent:
   19.1.2.1 to the Borrower at its registered office:
       Attention: The Directors
   19.1.2.2 to the Council at:
       The Guildhall, Northampton, NN1 1DE
       Attention: The Section 151 Officer
   or to such other address as is notified in writing by one party to the other from time to time.
19.2 Receipt by Borrower
Any notice or other communication that the Council gives shall be deemed to have been received:
19.2.1 if given by hand, at the time of actual delivery; and
19.2.2 if posted, on the second Business Day after the day it was sent by pre-paid first-class post or on the day of actual receipt if by Special Delivery.
A notice or other communication given as described in clause Error! Reference source not found. or clause 19.2.1 on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

19.3 Receipt by Lender
Any notice or other communication given to the Council shall be deemed to have been received only on actual receipt.

20. Governing law and jurisdiction

20.1 Governing law
This legal mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

20.2 Jurisdiction
The parties to this legal mortgage irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this legal mortgage or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Council to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

20.3 Other service
The Borrower irrevocably consents to any process in any proceedings under clause 20.2 being served on it in accordance with the provisions of this legal mortgage relating to service of notices. Nothing contained in this legal mortgage shall affect the right to serve process in any other manner permitted by law.
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.
SCHEDULE 1 - PROPERTY
PART 1 - DESCRIPTION

All that leasehold Property at Sixfields Northampton as is registered at the Land Registry under title number NN248516 as shown edged red on the Plan

PART 2 – PROPERTY RIGHTS

1. The following expressions shall have the meanings given to them below:

1.1 "the Borrower" and "the Council" shall include the successors in title of the Borrower and the Council respectively.

1.2 "the Conduits" means the pipes wires cables and associated apparatus including inspection cables for the passage of the Services which are now present or are to be installed on over above or through the Retained Land.

1.3 "the Retained Land" means all that freehold property known as Sixfields Stadium Northampton registered under Title Numbers NN18965, NN28137,NN15663 and other property shown edged blue on the Plan as at the date of this legal mortgage (other than the Property)

1.4 "the Services" means the supply of water, electricity, communication signals, gas, oil and found and surface water.

PROPERTY RIGHTS

2 The right to pass and repass with or without vehicles and for all purposes connected with the use of the Property (which for the avoidance of doubt includes both the present and any future use of the Property)

2.1 over such roads and on foot only over such footpaths constructed or to be constructed on the Retained Land by the Borrower to gain access to and egress from the Property to and from the adopted highway; and

2.2 over such roads and on foot only over such footpaths constructed or to be constructed on the Retained Land and by the Council pursuant to Paragraph 4.2 below to gain access to and egress from the Property to and from the adopted highway
Until such time as such roads and footpaths are adopted by the relevant highway authority.

3 the right to the free and uninterrupted passage and running of Services through any Conduits laid in through under or over the Retained Land, subject to the payment of a fair proportion of the cost (based on user and as agreed by the Borrower and the Council both parties to act reasonably and without delay) of repairing and maintaining any Conduits used jointly by the Property and the Retained Land until such time as the Conduits are adopted by the relevant service authority.

4 the right to enter upon the Retained Land (with or without workmen machinery and equipment) only so far as may be necessary for the purposes of:

4.1 constructing laying altering inspecting cleaning maintaining repairing renewing connecting into or enlarging the Conduits on over above or through the Retained Land; and

4.2 (where any roads or footpaths constructed in accordance with Paragraph 2.1 above are not constructed to the standard required by the highways authority for adoption of such roads or footpaths as public highway or such roads and footpaths are not co-extensive with the boundaries of the Property), constructing any roads and footpaths referred to at Paragraph 2.2 above (but not upgrading any roads or footpaths referred to at Paragraph 2.1 above) and thereafter inspecting cleaning maintaining repairing or renewing such roads and footpaths.

5 the Rights are subject to the following provisos:

5.1 The rights of way granted pursuant to Paragraphs 2.1 and 2.2 and the right of entry granted pursuant to Paragraph 4.2 shall only be exercised over the Retained Land where no direct access can be obtained from the Property to the public highway (either because the Property does not abut the public highway or because the Property does abut the public highway but any necessary consents to gain access from the Property to the public highway cannot be obtained).

5.2 The route of any right of way granted pursuant to Paragraph 2.2 or constructed pursuant to Paragraph 4.2 or of any connections into Conduits referred to in Paragraph 4.1 shall be agreed between the Borrower and the Council, acting reasonably and without delay, and in the absence of any such agreement matters shall be referred to an expert for determination whose appointment is agreed
between the parties or failing such agreement shall be appointed upon the application of either party by the president of the RICS;

5.3 The right of the Borrower to re-route any right of way pursuant to Paragraph 2.1;

5.4 The right of way granted pursuant to Paragraph 2.1 shall be exercised in accordance with such regulations as may from time to time be imposed by the Borrower acting reasonably and having regard to the use of any part of the Retained Land thereby affected and for the avoidance of doubt such regulations may require the temporary suspension, interruption or re-routing of those rights of way;

5.5 The rights of the Borrower to re-locate:
(A) any road or footpath constructed pursuant to Paragraph 4.2 (and the associated right of way granted pursuant to Paragraph 2.2)
(B) any Conduit; and
(C) any connections referred to in Paragraph 4.1 into any Conduit Serving the Property and located on or above and through the Retained Land

PROVIDED THAT in doing so the Borrower causes as little disruption to the Council and the exercise of the Rights by the Council as is reasonably practicable and the exercise of the rights by the Council is not interrupted or materially affected;

5.6 Any connection made into any Conduit and the subsequent right to the free and uninterrupted passage and running of Services through such Conduit is subject to there being (and continuing to be following any enlarging of the Conduits under Paragraph 4.1) sufficient capacity for such Services within such Conduit;

5.7 The rights of entry granted in Paragraph 4 shall be subject to:
(A) the Borrower first having agreed the date and time of commencement of such entry, the timetable and detail of all works to be carried out provided that the Borrower must accommodate all requested by the Council for such entry as soon as is reasonably practicable having regard to the use of the Retained Land affected (except in the case of an emergency when no such agreement shall be required by where the Borrower shall be notified forthwith);
(B) such regulations as may from time to time be imposed by the Borrower acting reasonably and having regard to the use of any part of the Retained Lane thereby affected;

(C) the person entering:

(i) causing the minimum of disturbance to the owners and occupiers of the Retained Land and causing the minimum of damage to the Retained Land and anything on the Retained Land as is reasonably practicable;

(ii) making good without delay all physical damage caused to the satisfaction of the Borrower acting reasonably;

(iii) complying with all regulations made from time to time by the Borrower acting reasonably in relation to the Retained Land and any works being carried out on the Retained Land by the Council;

(iv) (if applicable) all works being carried out with, and in accordance with, the approval of and to the standards required by the relevant authority or, in the absence of such requirement, in the good and workmanlike manner using materials of the appropriate kind and in accordance with good practice then current.

6 If so required by the Council, and Borrower is to, as landowner, forthwith join in any agreement required by the Council under the provisions of Section 38 of the Highways Act 1980 in respect of any works required to accessways constructed in accordance with Paragraph 4.2, and agreement under section 104 of the Water industry Act 1991 or any other agreement required by any service companies for the provision of or adoption of the Services (or any statutory modification or re-enactment of such Acts), subject to the Council fully indemnifying the Borrower against all liabilities arising as a result of the same.
SCHEDULE 2 - REPRESENTATIONS AND WARRANTIES

1 Due incorporation
1.1 The Borrower:
1.1.1 is a duly incorporated Borrower limited by guarantee validly existing under the law of its jurisdiction or incorporation; and
1.1.2 has the power to own its assets and carry on its business as it is being conducted.

2 Powers
The Borrower has the power and authority to execute, deliver and perform its obligations under this legal mortgage and the transactions contemplated by it. No limit on its powers will be exceeded as a result of the entry into this legal mortgage.

3 Non-contravention
3.1 The execution, delivery and performance of the obligations in, and transactions contemplated by, this legal mortgage do not and will not contravene or conflict with:

3.1.1 The Borrower’s constitutional documents;
3.1.2 Any agreement or instrument binding on the Borrower or its assets or constitute a default or termination event (howsoever described) under any such agreement or instrument to an extent that such conflict, default or termination event has or is reasonably likely to have a Material Adverse Effect; or
3.1.3 Any law or regulation or judicial or official order applicable to it.

4 Authorisations
The Borrower has taken all necessary action and obtained all required or desirable consents to enable it to execute, deliver and perform its obligations under this legal mortgage. Any such authorisations are in full force and effect.

5 Binding obligations
The Borrower’s obligations under this legal mortgage are legal, valid, binding and enforceable.

6 Litigation
No litigation, arbitration or administrative proceedings are taking place, pending or, to the Borrower’s knowledge, threatened against it or any of its assets which, if adversely determined, would or would be reasonably likely to have a Material Adverse Effect.

7 Registration
Subject to registration pursuant to Part 25 of the Companies Act 2006 and, in the case of
real property, registration at the Land Registry and payment of registration fees to Companies House and the Land Registry, it is not necessary to file, record or enrol this legal mortgage with any court or other authority or pay any stamp registration or similar tax in relation to this legal mortgage.

8 Ranking of obligations

8.1 This legal mortgage creates (or, once entered into, will create):
8.1.1 a valid, legally binding and enforceable Security for the obligations expressed to be secured by it; and
8.1.2 subject to registration pursuant to Part 25 of the Companies Act 2006 and, in the case of real property, registration at the Land Registry, a perfected Security over the assets referred to in this legal mortgage,
8.2 in favour of the Council, having the priority and ranking expressed to be created by this legal mortgage and ranking ahead of all (if any) Security and rights of this parties, except those preferred by law.

9 Ownership of Charged Property
The Borrower is the legal and beneficial owner of the Charged Property and has good and marketable title to the Property.

10 No Security
The Charged Property is free from Security other than Permitted Security.

11 Adverse claims
To the Borrower's knowledge, the Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Property or any interest in it which, if adversely determined, would or would be reasonably likely to have a Material Adverse Effect.

12 Adverse covenants
Except as disclosed in the Certificate of Title, there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Charged Property.

13 No breach of laws
There is no breach of any law or regulation which materially adversely affects the Charged Property.

14 No interference in enjoyment
Except as disclosed in the Certificate of Title, no facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

15 No overriding interests
Except as disclosed in the Certificate of Title, nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property.

16 Avoidance of security
No Security expressed to be created under this legal mortgage is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

17 No prohibitions or breaches
There is no prohibition on the Borrower assigning its rights in any of the Charged Property referred to in clause Error! Reference source not found..

18 Environmental compliance
To the Borrower’s knowledge, the Borrower has, at all times, complied in all respects with all applicable Environmental Law and Environmental Licences to the extent that non-compliance would or would be reasonably likely to have a Material Adverse Effect.
SCHEDULE 3 - COVENANTS

PART 1 - GENERAL COVENANTS

1 Negative pledge and disposal restrictions
1.1 The Borrower shall not at any time, except with the prior written consent of the Council:
1.1.1 create, purport to create or permit to subsist, any Security other than a Permitted Security on, or in relation to, the Charged Property other than this legal mortgage; or
1.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property save that the same exceptions set out at Paragraph 2.2 of Schedule 6 (Covenants) of the Facility, shall apply in respect of the Charged Property; or
1.1.3 create or grant (or purpose to create or grant) any interest in the Charged Property in favour of a third party.

2 Preservation of Charged Property
The Borrower shall not do, or permit to be done, any act or thing which would or might materially depreciate, jeopardise or otherwise prejudice the security held by the Council or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this legal mortgage.

3 Enforcement of rights
3.1 The Borrower shall use its reasonable endeavours to:
3.1.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Borrower and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty; and
3.1.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property which the Council may reasonably require from time to time.

4 Compliance with laws
The Borrower shall comply with all laws and regulations for the time being in force relating to or affecting any Charged Property and shall obtain and promptly renew from time to time and comply with the terms of all authorisations which may be necessary to enable it to preserve, maintain or renew any Charged Property in each case, where failure to do so would or would be reasonably likely to have a Material Adverse Effect.

5 Notice of breaches
5.1 The Borrower shall, promptly on becoming aware of any of the same, give the Lender notice in writing of any breach of:
5.1.1 any representation or warranty set out in Schedule 2; and
5.1.2 any covenant set out in this Schedule 3.

6 Title documents

6.1 The Borrower shall, on the execution of this legal mortgage, deposit with the Council and the Council shall, for the duration of this legal mortgage, be entitled to hold:

6.1.1 all deeds and documents of title relating exclusively to the Charged Property which are in the possession or control of the Borrower (if these are not within the possession and/or control of the Borrower, the Borrower undertakes to obtain possession of all such deeds and documents of title); and

6.1.2 all Insurance Policies.

7 Notices to be given by the Borrower

7.1 The Borrower shall promptly on the execution of this legal mortgage give notice to the relevant insurers of the assignment pursuant to clause Error! Reference source not found. of the Borrower's rights and interest in and under the Insurance Policies and use its reasonable endeavours to procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Council.

7.2 The Borrower shall obtain the Council's prior approval of the form of any notice or acknowledgement to be used under this paragraph 7.

8 Further assurance

The Borrower, at its own cost, shall prepare and execute such further legal or other mortgages, charges or transfers (containing a power of sale and such other provisions as the Lender may reasonably require) in favour of the Council as the Council reasonably requires from time to time over all or any part of the Charged Property and give all notices, orders and directions which the Council may require, reasonably for perfecting, protecting or facilitating the realisation of its security over the Charged Property.

9 Borrower's waiver of set-off

The Borrower waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by the Borrower under this legal mortgage).

10 Ranking of obligations

The Borrower's payment obligations under this legal mortgage will, at all times, rank in all respects in priority to all its other indebtedness, other than indebtedness preferred by operation of law in the event of its winding-up.

11 Authorisations

The Borrower shall obtain all consents and authorisations necessary (and do all that is needed to maintain them in full force and effect) under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under this legal
mortgage and to ensure the legality, validity, enforceability and admissibility in evidence of this legal mortgage in its jurisdiction of incorporation.

PART 2 - PROPERTY COVENANTS

1 Repair and maintenance
The Borrower shall keep all premises, and fixtures and fittings on the Property in good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.

2 No alterations
2.1 The Borrower shall not, without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed):
   2.1.1 pull down or remove the whole or any material part of any building forming part of the Property nor permit the same to occur; or
   2.1.2 make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its material fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with paragraph 1 of this Part 2 of Schedule 3).

2.2 The Borrower shall promptly give notice to the Council if any material part of the premises or material fixtures or fittings forming part of the Property are destroyed or damaged to a material extent.

3 Development restrictions
3.1 The Borrower shall not, without the prior written consent of the Council carry out or permit or suffer to be carried out on the Property any development as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008 or change or permit or suffer to be changed the use of the Property.

4 Insurance
4.1 In the event that the Charged Property includes assets which are of an insurable nature and have a reinstatement value (and reasonably prudent persons carrying on the same business as the Borrower would do so), the Borrower shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Charged Property against:
   4.1.1 loss or damage by fire or terrorist acts;
   4.1.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and
4.1.3 any other risk, perils and contingencies as the Council may reasonably require.

4.2 Any such insurance must be with an insurance Borrower or underwriters and on such terms as are reasonably acceptable to the Council and must be for not less than the replacement value of the Charged Property (meaning in the case of any premises on the Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for demolition and reinstatement) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least three years.

4.3 The Borrower shall, if requested by the Council, produce to the Council the policy, certificate or cover note relating to any such insurance required by paragraph 4.2 of this Part 2 of Schedule 3.

4.4 The Borrower shall, if requested by the Council, procure that a note of the Council's interest is endorsed upon each Insurance Policy maintained by it or any person on its behalf in accordance with paragraph 4.2 of this Part 2 of Schedule 3 and that the terms of each such Insurance Policy require the insurer not to invalidate the policy as against the Council by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Council.

5 Insurance premiums

5.1 The Borrower:

5.1.1 shall promptly pay all premiums in respect of each Insurance Policy and do all other things necessary to keep such policy in full force and effect; and

5.1.2 shall (if the Council so requires) produce to the Council the receipts for all premiums and other payments necessary for effecting and keeping up the Insurance Policies

6 No invalidation of insurance

The Borrower shall not do or omit to do or permit to be done or omitted any thing that may invalidate or otherwise materially prejudice the Insurance Policies.

7 Insurance Policies' proceeds

7.1 All monies payable under any of the Insurance Policies at any time (whether or not the security constituted by this legal mortgage has become enforceable) shall be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received or, after the security constituted by this legal mortgage has become enforceable and if the Council so directs, in or towards discharge or reduction of the Secured Liabilities and be held, pending such payment, by the Borrower upon trust for the Council.

8 Leases and licences affecting the Property
8.1 Save as disclosed in the Certificate of Title, the Borrower shall not, without the prior written consent of the Council which consent is not to be unreasonably withheld or delayed:

8.1.1 grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA; or

8.1.2 in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property; or

8.1.3 let any person into occupation of or share occupation of the whole or any part of the Property; or

8.1.4 grant any consent or licence under any lease or licence affecting the Property.

9 No restrictive obligations

The Borrower shall not, without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed), enter into any materially onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property.

10 Proprietary rights

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Council (such consents not to be unreasonably withheld or delayed).

11 Compliance with and enforcement of covenants

11.1 The Borrower shall:

11.1.1 observe and perform all covenants, stipulations and conditions applicable to it to which the Property, or the use of it, is or may be subject where failure to do so would or would be reasonably likely to have a Material Adverse Effect and (if the Council so requires) produce to the Council evidence sufficient to satisfy the Council (acting reasonably) that those covenants, stipulations and conditions have been observed and performed; and

11.1.2 diligently enforce all covenants, stipulations and conditions benefiting the Property where failure to do so would or would be reasonably likely to have a Material Adverse Effect and shall not (and shall not agree to) waive, release or vary any of the same.

12 Notices or claims relating to the Property
12.1 The Borrower shall:

12.1.1 give full particulars to the Council of any material notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a Notice) that specifically applies to the Property, or to the locality in which it is situated, within fourteen days after becoming aware of the relevant Notice; and

12.1.2 (if the Council so reasonably requires) as soon as is reasonably practicable, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Council in making, such objections or representations in respect of any such Notice as the Council may require (acting reasonably).

12.2 The Borrower shall give full particulars to the Council of any material claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

13 Payment of outgoings

The Borrower shall in relation to the Property pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Property or on its occupier.

14 Rent reviews

14.1 The Borrower:

14.1.1 shall, if the Property is subject to occupational leases or licences, implement any upwards rent review provisions and shall not, without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed), agree to any change in rent to less than the open market rental value of the relevant part of the Property; and

14.1.2 shall not, without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed), if the Property is leasehold, agree to any change in the rent payable under the lease in excess of the open market rental value and shall only agree to any upwards rent review in accordance with the terms of the lease;

save that the provisions of this clause 14.1 shall not apply to any rent payable in connection with any lease between the Borrower and the Borrower.

15 Environment

15.1 The Borrower shall in relation to the Property:

15.1.1 properly discharge all duties of care and responsibility placed upon it by Environmental Law and comply with the terms of any Environmental Licences;

15.1.2 observe and perform all the requirements of Environmental Law; and
15.1.3 apply for and obtain all Environmental Licences, in each case where failure to do so would or would be reasonably likely to have a Material Adverse Effect.

16 **Conduct of business on Property**
The Borrower shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of its trade or business in accordance with the standards of good management from time to time current in such trade or business.

17 **Inspection**
The Borrower shall permit the Council and any Receiver and any person appointed by either of them to enter on and inspect the Property at reasonable times and on reasonable prior notice.

18 **VAT option to tax**
18.1 The Borrower shall not, without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed):
18.1.1 exercise any VAT option to tax in relation to the Property; or
18.1.2 revoke any VAT option to tax exercised prior to and disclosed to the Council in writing prior to the date of this legal mortgage.

19 **Property Rights**
19.1 The Borrower hereby covenants with the Council on behalf of itself and its successors that following enforcement of the security created by this legal mortgage, the Borrower will at the request and direction of the Council:
19.1.1 Grant with full title guarantee the Property Rights to the Council, its Receiver, any Delegate or any person or persons to whom the Property may be transferred by the Council its Receiver or any Delegate for the benefit of the Property to hold to such person or persons in fee simple; and
19.1.2 If required by the Council, to procure that every successor delivers to the Council a deed containing a covenant by the successor in the same form as the covenants contained in clauses 19.1.1 and 19.1.2 of Part 2 of Schedule 2 to this legal mortgage.

19.2 The Borrower consents to the application being made by the Council to the Land Registrar for the following restriction to be registered against the title to the Retained Land:

“No disposition of this any part of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a certificate signed by Northampton Borough Council or their conveyancer that the provisions of clause 19.1.2 of Part 2 of Schedule 3 to the Legal Mortgage dated [ ]
between (1) The Northampton Town Football Club Limited and (2) Northampton Borough Council have been complied with or that they do not apply to the disposition."
SCHEDULE 4 - POWERS OF THE COUNCIL

1 Power to remedy
1.1 The Council shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this legal mortgage. The Borrower irrevocably authorises the Lender and its agents to do all such things as are necessary for that purpose.

1.2 In remedying any breach in accordance with paragraph 1.1 of this Schedule 4, the Council, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary including, without limitation, carrying out any repairs, other works or development.

2 Exercise of rights
The rights of the Council under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Council under this legal mortgage. The exercise of those rights shall not make the Council liable to account as a mortgagee in possession.

3 Council has Receiver's powers
To the extent permitted by law, any right, power or discretion conferred by this legal mortgage on a Receiver may, after the security constituted by this legal mortgage has become enforceable, be exercised by the Council in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

4 Conversion of currency
For the purpose of, or pending, the discharge of any of the Secured Liabilities, the Council may convert any monies received, recovered or realised by the Council under this legal mortgage (including the proceeds of any previous conversion under this paragraph 4) from their existing currencies of denomination into such other currencies of denomination as the Council may think fit. Any such conversion shall be effected at the Council's bank's then prevailing spot selling rate of exchange for such other currency against the existing currency. Each reference in this paragraph 4 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

5 New accounts
5.1 If the Council receives, or is deemed to have received, notice of any subsequent Security or other interest, affecting all or part of the Charged Property, the Council may open a new account for the Borrower in the Council's books. Without prejudice to the Council's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
5.2 If the Council does not open a new account immediately on receipt of the notice or deemed notice referred to in paragraph 5.1 of this Schedule 4, then, unless the Council gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Council shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Council.

6 Indulgence
The Council may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person that is not party to this legal mortgage (whether or not such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this legal mortgage or to the liability of the Borrower for the Secured Liabilities.
SCHEDULE 5 - POWERS OF A RECEIVER

1 Power to repair and develop the Property
A Receiver may undertake or complete any works of repair, alteration, building or
development on the Property and may apply for and maintain any planning permission,
development consent, building regulation approval or any other permission, consent or
licence to carry out any of the same.

2 Power to grant or accept surrenders of leases
A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the
Property and may grant any other interest or right over the Property on such terms and
subject to such conditions as he thinks fit.

3 Power to employ personnel and advisers
A Receiver may, for the purposes of this Schedule 5, provide services and employ, or
engage, such managers, officers, servants, contractors, workmen, agents, other
personnel and professional advisers on such salaries, for such periods and on such
other terms as he thinks fit. A Receiver may discharge any such person or any such
person appointed by the Borrower.

4 Power to make and revoke VAT options to tax
A Receiver may exercise or revoke any VAT option to tax as he thinks fit.

5 Power to charge for remuneration
A Receiver may charge and receive such sum by way of remuneration (in addition to all
costs, charges and expenses incurred by him) as the Council may prescribe or agree
with him.

6 Power to realise Charged Property
A Receiver may collect and get in the Charged Property or any part of it in respect of
which he is appointed and make such demands and take such proceedings as may
seem expedient for that purpose, and take possession of the Charged Property with like
rights.

7 Power to manage or reconstruct the Borrower's business
A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or
concur in carrying on, managing, developing, reconstructing, amalgamating or
diversifying the business of the Borrower carried out at the Property.

8 Power to dispose of Charged Property
A Receiver may grant options and licences over all or any part of the Charged Property,
sell or concur in selling, assign or concur in assigning, lease or concur in leasing and
accept or concur in accepting surrenders of leases of, all or any of the Charged Property
in respect of which he is appointed for such consideration and, in such manner
(including, without limitation, by public auction or private sale) and generally on such
terms and conditions as he thinks fit. A Receiver may promote, or concur in promoting, a
Borrower to purchase the Charged Property to be disposed of by him.

9 Power to sever fixtures and fittings
A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Borrower.

10 Power to give valid receipts
A Receiver may give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Charged Property.

11 Power to make settlements
A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person as he thinks fit.

12 Power to bring proceedings
A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property as he thinks fit.

13 Power to insure
A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause Error!, Reference source not found., effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this legal mortgage.

14 Powers under LPA
A Receiver may exercise all powers provided for in the LPA in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

15 Power to borrow
A Receiver may, for any of the purposes authorised by this Schedule 5, raise money by borrowing from the Council (or from any other person) on the security of all or any of the Charged Property in respect of which he is appointed on such terms as he thinks fit (including, if the Council consents, terms under which such security ranks in priority to this legal mortgage).

16 Power to redeem prior Security
A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be conclusive and binding on the Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

17 Power of absolute owner
A Receiver may do all such acts and things as an absolute owner could do in the ownership and management of the Charged Property or any part of it.

18 Incidental powers
A Receiver may do all such other acts and things as he may consider incidental or
conducive to any of the matters or powers in this Schedule 5, or which he lawfully may or can do as agent for the Borrower.

EXECUTED on the date which first appears in this Deed

The Common Seal of
NORTHAMPTON BOROUGH COUNCIL was hereunto
affixed by its Authorised Signatory

Authorised Signatory

EXECUTED as a DEED by THE NORTHAMPTON TOWN FOOTBALL CLUB LIMITED acting
By its two Directors/ Director and Company Secretary

Director

Director/Company Secretary
conducive to any of the matters or powers in this Schedule 5, or which he lawfully may
or can do as agent for the Borrower.

EXECUTED on the date which first appears in this Deed

The Common Seal of
NORTHAMPTON BOROUGH
COUNCIL was hereunto
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EXECUTED as a DEED by THE
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By its two Directors/ Director and
Company Secretary

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Director

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Director/Company Secretary