



Registration of a Charge

Company name: **WELLFIRM LIMITED**

Company number: **00472779**



X918KFOH

Received for Electronic Filing: **20/03/2020**

Details of Charge

Date of creation: **19/03/2020**

Charge code: **0047 2779 0013**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ALLEN & OVERY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 472779

Charge code: 0047 2779 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th March 2020 and created by WELLFIRM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th March 2020 .

Given at Companies House, Cardiff on 23rd March 2020

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

EXECUTION VERSION

SECURITY AGREEMENT

DATED 19 March **2020**

BETWEEN

THE CHARGORS LISTED IN SCHEDULE 1
as Chargors

and

BARCLAYS BANK PLC
as Security Agent

ALLEN & OVERY

Allen & Overy LLP

0012018-0003607 MS:5082543.3

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THIS DEED is dated 19 March 2020 and made **BETWEEN**:

- (1) **THE CHARGORS** listed in **Part 1 (Individual Chargor)** and **Part 2 (Corporate Chargors)** of **Schedule 1 (Chargors and Shares)** as chargors (the **Chargors**); and
- (2) **BARCLAYS BANK PLC** (the **Security Agent**) as security trustee for the Secured Parties (as defined in the Credit Agreement defined below).

BACKGROUND:

- (A) The Chargors enter into this Deed in connection with the Credit Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Company means Dock Newco Limited, a company registered in England and Wales with company number 12325581.

Credit Agreement means the credit agreement dated 21 February 2020 between (among others) the Company and the Security Agent.

Corporate Chargor means each of the entities listed in Part 2 of Schedule 1 (Chargors and Shares) to this Deed.

Declared Default means an Event of Default which is continuing.

Individual Chargor means the individual listed in Part 1 of Schedule 1 (Chargors and Shares) to this Deed.

Party means a party to this Deed.

Receiver means a receiver or receiver and manager or administrative receiver, in each case, appointed under this Deed.

Related Rights means, in respect of any Shares:

- (a) any dividend, interest or other distribution paid or payable in relation to those Shares; and
- (b) any right, money or property accruing or existing at any time in relation to those Shares by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise.

Secured Liabilities means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Company to any Secured Party under or in connection with the Finance Documents.

Security Asset means any asset of a Chargor which is, or is expressed to be, subject to any Security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

Shares means, in relation to a Chargor other than the Company, the shares in the Target specified opposite its name in Schedule 1 (Chargors and Shares) and in relation to the Company, all shares in the Target that are acquired pursuant to the Acquisition.

Target means Daejan Holdings Plc, a public limited company incorporated in England & Wales with company number 00305105 and its registered address at 158-162 Shaftesbury Avenue, London, WC2H 8HR.

1.2 Construction

- (a) Capitalised terms defined in the Credit Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Credit Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Credit Agreement shall be construed as references to this Deed.
- (c) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **Finance Document** or other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended;
 - (ii) any **rights** in respect of an asset includes:
 - (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities,in each case, in respect of or derived from that asset;
 - (iii) the term **this Security** means any Security created by this Deed; and
 - (iv) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) If the Security Agent (acting reasonably) considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or

administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of a Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

2. CREATION OF SECURITY

2.1 General

- (a) Subject to paragraph (b) below, each Chargor shall pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) Notwithstanding paragraph (a) above but subject to paragraphs (c) and (d) below,:
 - (i) the obligations and liability of a Chargor (excluding the Company) (each a **Security Provider**) to the Secured Parties under this Deed:
 - (A) shall be limited in aggregate to an amount equal to that recovered by the Secured Parties as a result of the enforcement of this Deed with respect to its Security Assets; and
 - (B) shall be recoverable and satisfied only from the proceeds of sale or other disposal or realisation of its Security Asset pursuant to this Deed; and
 - (ii) the Secured Parties shall not have any recourse under paragraph (a) above to any assets of a Security Provider other than its Security Assets and to the extent that the Secured Liabilities are not discharged by the realisation of the Security Asset of a Security Provider no Secured Party shall have any right or entitlement to claim or demand such amount from that Security Provider.
- (c) The limitation in paragraph (b) above shall not apply in relation to the recovery of any losses which a Secured Party may incur as a result of any misrepresentation by a Security Provider under this Deed or any breach by a Security Provider of a covenant set out in this Deed.
- (d) Nothing in paragraph (b) above shall prevent the Finance Parties from accelerating the Facility in accordance with clause 20.9 (Acceleration) of the Credit Agreement.
- (e) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;

- (ii) is created over present and future Security Assets of each Chargor;
 - (iii) subject to paragraph (b) above, is security for the payment, discharge and performance of all the Secured Liabilities; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (f) The Security Agent holds the benefit of this Deed on trust for the Secured Parties.

2.2 Shares

Each Chargor charges by way of a first fixed charge:

- (a) all of its Shares; and
- (b) all Related Rights in respect of its Shares.

3. RESTRICTIONS ON DEALINGS

No Chargor shall:

- (a) create or permit to subsist any Security over any of its Security Assets; or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any of its Security Assets,

except as expressly allowed under this Deed or with the prior written consent of the Security Agent.

4. REPRESENTATIONS OF THE CORPORATE CHARGORS

4.1 Representations

- 4.2** Each Corporate Chargor makes the representations and warranties in this Clause 4 in respect of itself to each Finance Party.

4.3 Status

It is a limited liability corporation, duly incorporated and validly existing under the law of its Original Jurisdiction.

4.4 Binding obligations

Subject to the Legal Reservations:

- (a) the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations; and
- (b) without limiting the generality of paragraph (a) above, this Deed creates the security interests over each of its Security Assets which it purports to create and those security interests are valid and effective.

4.5 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed, and the granting of the Transaction Security by it under this Deed do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets in a manner which is reasonably likely to prejudice or adversely affect the creation or effectiveness of the Security over its Security Asset.

4.6 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.

4.7 Validity and admissibility in evidence

Subject to the Legal Reservations, all Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed; and
- (b) to make this Deed, insofar as it relates to it, admissible in evidence in its jurisdiction of incorporation,

have been obtained or effected and are in full force and effect.

4.8 Governing law and enforcement

- (a) The choice of English law as the governing law of this Deed will be recognised and enforced in its jurisdiction of incorporation .
- (b) Any judgment obtained in relation to this Deed against it in England will be recognised and enforced in its jurisdiction of incorporation.

4.9 Anti-corruption law

It has conducted its businesses in compliance with applicable anti-corruption laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws.

4.10 Sanctions

- (a) It is not, and none of its subsidiaries or directors are, either:
 - (i) listed, or is owned or controlled by any person which is listed, on an SDN List; or
 - (ii) located or resident in a country or territory which is the subject of country-wide or territory-wide Sanctions by any Authority, where being so located would cause it, any member of the Group or any Finance Party to be in breach of any applicable Sanctions of an Authority.

- (b) If making any representation and warranty in this Clause 4.10 would result in any Lender violating any Blocking Regulation, that representation and warranty is deemed not to be given to that Lender but only to the extent of the breach and that Lender is not entitled to the benefit of, and may not rely on, that representation and warranty to that extent.
- (c) In connection with any amendment, waiver, determination or direction relating to any part of this Clause 4.10 of which a Lender does not have the benefit in accordance with paragraph (b) above, the participation in the Loan or Commitment of that Lender will be excluded for the purpose of determining whether the consent of the Lenders (or any proportion of them) has been obtained or whether the determination or direction by the Lenders (or any proportion of them) has been made.

4.11 Nature of security

Subject to the Legal Reservations, this Deed creates the Security it purports to create and, insofar as it relates to it, is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

4.12 Shares

- (a) Its Shares are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right.
- (b) It is the sole legal and the sole beneficial owner of its Shares.
- (c) Its Shares are free of any Security (except for any Security created by or pursuant to the Transaction Security Documents) and any other rights or interests in favour of third parties.

4.13 Times for making representations

- (a) The representations and warranties in this Clause 4 are made by each Corporate Chargor on the date of this Deed.
- (b) The representations and warranties under this Clause 4 (excluding, during the Certain Funds Period only, the representations and warranties set out in Clause 4.9 (Anti-corruption law) and Clause 4.10 (Sanctions)) are deemed to be made by each Corporate Chargor:
 - (i) on the date of each Utilisation Request;
 - (ii) on each Utilisation Date; and
 - (iii) on the first day of each Interest Period,

in each case by reference to the facts and circumstances then existing.

5. REPRESENTATIONS OF THE INDIVIDUAL CHARGOR

5.1 Representations

The Individual Chargor makes the representations and warranties in this Clause 5 in respect of itself to each Finance Party.

5.2 Capacity

- (a) They have the capacity to enter into and perform this Deed and the transactions contemplated by this Deed.

- (b) They are of sound mind and capable of understanding the nature of the transactions effected by this Deed.
- (c) No order has been made or deputy appointed in respect of them under section 16 of the Mental Capacity Act 2005 and, to the best of their knowledge and belief, no step or procedure has been taken in any jurisdiction which would restrict their ability or legal capacity to perform their obligations under this Deed.
- (d) They are not a consumer for the purposes of this Deed, are entering into this Deed pursuing a commercial activity and wholly or predominantly for the purposes of a business carried on by them, and have freely negotiated this Deed.
- (e) They are acting on their own account and not as an agent or a trustee or in a similar capacity to such roles.

5.3 Domicile

They are resident and domiciled in England.

5.4 Binding obligations

Subject to the Legal Reservations:

- (a) the obligations expressed to be assumed by them in this Deed are legal, valid, binding and enforceable obligations; and
- (b) without limiting the generality of paragraph (a) above, this Deed creates the Security which it purports to create and that Security is valid and effective.

5.5 Non-conflict with other obligations

The entry into and performance by them of, and the transactions contemplated by, this Deed do not and will not conflict with:

- (a) any law or regulation applicable to them; or
- (b) any agreement or instrument binding on them or any of their assets in a manner which has or is reasonably likely to prejudice or adversely affect the creation or effectiveness of the Security over their Security Asset.

5.6 Validity and admissibility in evidence

Subject to the Legal Reservations, all Authorisations required

- (a) to enable them lawfully to enter into, exercise their rights and comply with their obligations in this Deed; and
- (b) to make this Deed admissible in evidence in England and Wales,

have been obtained or effected and are in full force and effect.

5.7 Anti-corruption law

They have conducted themselves in compliance with all applicable anti-corruption laws.

5.8 Sanctions

- (a) They are not:
 - (i) listed on an SDN List; or
 - (ii) resident in a country or territory which is the subject of country-wide or territory-wide Sanctions by any Authority, where being so located would cause them, any member of the Group or any Finance Party to be in breach of any applicable Sanctions of an Authority.
- (b) If making any representation and warranty in this Clause 5.8 would result in any Lender violating any Blocking Regulation, that representation and warranty is deemed not to be given to that Lender but only to the extent of the breach and that Lender is not entitled to the benefit of, and may not rely on, that representation and warranty to that extent.
- (c) In connection with any amendment, waiver, determination or direction relating to any part of this Clause 5.8 of which a Lender does not have the benefit in accordance with paragraph (b) above, the participation in the Loan or Commitment of that Lender will be excluded for the purpose of determining whether the consent of the Lenders (or any proportion of them) has been obtained or whether the determination or direction by the Lenders (or any proportion of them) has been made.

5.9 Nature of security

Subject to the Legal Reservations, this Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

5.10 Shares

- (a) Their Shares are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar right.
- (b) They are the sole legal and the sole beneficial owner of their Shares.
- (c) Their Shares are free of any Security (except for any Security created by or pursuant to the Transaction Security Documents) and any other rights or interests in favour of third parties.

5.11 Times for making representations

- (a) The representations and warranties in this Clause 5 are made by the Individual Chargor on the date of this Deed.
- (b) The representations and warranties under this Clause 5 (excluding, during the Certain Funds Period only, the representations and warranties set out in Clause 5.7 (Anti-corruption law) and Clause 5.8 (Sanctions)) are deemed to be made by the Individual Chargor:
 - (i) on the date of each Utilisation Request;
 - (ii) on each Utilisation Date; and
 - (iii) on the first day of each Interest Period,in each case by reference to the facts and circumstances then existing.

6. SHARES

6.1 Deposit

- (a) Each Chargor shall:
 - (i) within 5 Business Days of the date of this Deed deposit with the Security Agent or, as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Security Assets; and
 - (ii) promptly execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of, or otherwise obtain a legal title to, its Security Assets.
- (b) The Company must, as promptly as is reasonably practicable, take all reasonable steps within its control necessary for the issuance of replacement certificates of title in respect of any Security Assets it acquires after the date of this Deed (including, without limitation, paying any stamp duty which is payable in respect of such acquisition and procuring that the Target issues a replacement certificate of title in respect of such Security Assets).
- (c) The Company shall:
 - (i) if the Acquisition is implemented by way of a Scheme, promptly, but in any case within 10 Business Days of receipt; or
 - (ii) if the Acquisition is implemented by way of an Offer within five Business Days of the first Business Day of each calendar month falling after the date of this Deed,

to the extent not already provided to the Security Agent:

- (A) deposit with the Security Agent all certificates and other documents of title or evidence of ownership which it has in its possession in relation to any Security Assets it acquires after the date of this Deed; and
- (B) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of, or otherwise obtain a legal title to, any Security Assets it acquires after the date of this Deed.

6.2 Changes to rights

No Chargor shall take any action or knowingly allow the taking of any action on its behalf which results in the rights attaching to any of its Security Assets being altered in a manner prejudicial to the interests of the Secured Parties without the prior written consent of the Security Agent.

6.3 Calls

- (a) Each Chargor shall pay all calls and other payments due and payable in respect of its Security Assets provided that no Chargor shall be under any obligation to subscribe for shares in any rights issue or equivalent corporate action.
- (b) If a Chargor fails to pay all such calls and other payments due and payable in respect of its Security Assets, the Security Agent may pay any such calls or other payments in respect of any of its Security

Assets on behalf of that Chargor. That Chargor shall, immediately on request, reimburse the Security Agent for any payment made by the Security Agent in respect of its Security Assets under this Clause 6.3.

6.4 Other obligations in respect of Security Assets

- (a) Each Chargor shall promptly send to the Security Agent a copy of, and comply with, all requests for information which are within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document or which are made by any listing or other authority, relating to any Security Assets. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Chargor.
- (b) Each Chargor shall comply with all other conditions and obligations assumed by it in respect of any Security Assets.
- (c) The Security Agent is not obliged to:
 - (i) perform any obligation of any Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or any Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Security Asset.

6.5 Voting rights and dividends

- (a) Before this Security becomes enforceable in accordance with the terms of this Deed each Chargor may continue to exercise (or refrain from exercising) its voting rights and any other rights or powers in respect of the Security Assets.
- (b) Before this Security becomes enforceable in accordance with the terms of this Deed, all dividends, distributions or other income paid or payable in relation to any of a Chargor's Security Assets shall be paid directly to that Chargor. If payment is made directly to the Security Agent (or its nominee) before this Security becomes enforceable in accordance with the terms of this Deed, the Security Agent (or that nominee) shall promptly pay that amount to that Chargor.
- (c) Before this Security becomes enforceable in accordance with the terms of this Deed, the Security Agent shall use its reasonable endeavours to forward promptly to each Chargor all material notices, correspondence and other communication it receives in relation to any of its Security Assets.
- (d) After this Security has become enforceable in accordance with the terms of this Deed:
 - (i) the Security Agent may exercise (or refrain from exercising), in the name of any Chargor and without any further consent or authority on the part of any Chargor, any voting rights and any other rights or powers which may be exercised by the legal or beneficial owner of any Security Asset, any person who is the holder of any Security Asset or otherwise; and

- (ii) if any Security Assets remain registered in the name of a Chargor, that Chargor irrevocably appoints the Security Agent as its proxy to exercise the voting rights and other rights or powers in respect of any of its Security Assets.

7. WHEN SECURITY BECOMES ENFORCEABLE

7.1 Event of Default

This Security shall become immediately enforceable upon the occurrence of a Declared Default.

7.2 Discretion

After this Security has become enforceable in accordance with the terms of this Deed, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Credit Agreement.

7.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, shall be immediately exercisable at any time after this Security has become enforceable in accordance with the terms of this Deed.

8. ENFORCEMENT OF SECURITY

8.1 General

- (a) For the purposes of all powers implied by statute only, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

8.2 No liability as mortgagee in possession

Neither the Security Agent nor any Receiver shall be liable, by reason of entering into possession of a Security Asset to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

8.3 Privileges

The Security Agent and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

8.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or their agents need enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or

- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

8.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable in accordance with the terms of this Deed, the Security Agent may:
 - (i) redeem any prior Security against any Security Asset;
 - (ii) procure the transfer of that Security to itself; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer (and any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargors).
- (b) Each Chargor shall pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer of any Security against any Security Asset of that Chargor, including the payment of any principal or interest.

8.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

8.7 Financial collateral

- (a) To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of any Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Security Agent may after this Security has become enforceable in accordance with the terms of this Deed appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.
- (b) Where any financial collateral is appropriated:
 - (i) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;
 - (ii) if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
 - (iii) in any other case, its value will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent adviser, investment bank or accountancy firm of national standing selected by it,

and each Finance Party shall give credit for the proportion of the value of the financial collateral appropriated to its use.

- (c) The Security Agent shall notify the relevant Chargor as soon as reasonably practicable of the exercise of its right of appropriation pursuant to this Clause.

9. RECEIVER

9.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable in accordance with the terms of this Deed; or
 - (ii) a Chargor so requests in relation to its Security Asset the Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above shall be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986.

9.2 Removal

The Security Agent may by writing under its hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

9.3 Remuneration

The Security Agent may fix the remuneration of any Receiver appointed by it and any maximum rate imposed by law (including under section 109(6) of the Act) shall not apply.

9.4 Agent of the Chargors

- (a) A Receiver will be deemed to be the agent of each Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. Each Chargor shall be responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver appointed in respect of its Security Asset and for any liabilities incurred by that Receiver acting in any such capacity.
- (b) No Secured Party shall incur any liability (either to a Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

9.5 Relationship with Security Agent

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable in accordance with the terms of this Deed be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver or notwithstanding the appointment of a Receiver.

10. POWERS OF RECEIVER

10.1 General

- (a) A Receiver has all the rights, powers and discretions set out below in this Clause 10 in addition to those conferred on it by any law. This includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

10.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

10.3 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which it thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which it thinks fit.

10.4 Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

10.5 Delegation

A Receiver may delegate its powers in accordance with this Deed.

10.6 Other powers

A Receiver may:

- (a) do all other acts and things which it may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- (b) exercise in relation to any Security Asset all the powers, authorities and things which it would be capable of exercising if it were the absolute beneficial owner of that Security Asset; and
- (c) use the name of a Chargor for any of the above purposes.

11. APPLICATION OF PROCEEDS

Clause 24.1 (Order of application) of the Credit Agreement shall apply to this Deed.

12. EXPENSES AND INDEMNITY

Each Chargor shall within ten Business Days of demand, pay to each Secured Party the amount of all reasonable costs and expenses (including legal fees subject to pre-agreed fee caps) incurred by that Secured Party in connection with this Deed including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise.

13. DELEGATION

13.1 Power of Attorney

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion exercisable by it under this Deed.

13.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may think fit.

13.3 Liability

Neither the Security Agent nor any Receiver shall be bound to supervise, or will be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of any delegate or sub-delegate.

14. FURTHER ASSURANCES

(a) Each Chargor shall promptly (or, if no Event of Default is continuing and the Finance Documents specify a time frame for the taking of such action, in accordance with that time frame), at its own expense in relation to its Security Asset, take whatever action the Security Agent or a Receiver may reasonably require for:

- (i) creating, perfecting or protecting any security created by this Deed over any Security Asset; or
- (ii) the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset provided by or pursuant to this Deed or by law; or
- (iii) following the occurrence of a Declared Default, facilitating the realisation of any Security Asset.

(b) The action that may be required under paragraph (a) above includes (without limitation):

- (i) the execution of any mortgage, charge, transfer, conveyance, assignment or assurance in respect of any Security Asset, whether to the Security Agent, its nominee or any other person; or
- (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary.

15. POWER OF ATTORNEY

- (a) Each Chargor by way of security irrevocably and severally appoints the Security Agent and each Receiver and any of their respective delegates or sub-delegates as its attorney with authority and full power of substitution, on its behalf and in its name or otherwise, at such time and in such manner as that attorney thinks fit:
 - (i) following (A) any failure by that Chargor to do anything which that Chargor is obliged to do under this Deed (but has not done and which has not been waived) or (B) the occurrence of a Declared Default, to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of that Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law; and
 - (ii) to exercise any of the rights conferred on the Security Agent or any Receiver in relation to the Security Assets or under any Finance Document, the Law of Property Act 1925 or the Insolvency Act 1986.
- (b) The power of attorney conferred on the Security Agent and each Receiver shall continue notwithstanding the exercise by the Security Agent of any right of appropriation pursuant to Clause 8.7 (Financial collateral).
- (c) Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 15.

16. PRESERVATION OF SECURITY

16.1 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Transaction Obligor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

16.2 Waiver of defences

The obligations of a Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause 16, would reduce, release or prejudice any of its obligations under this Deed including (without limitation and whether or not known to it or any Secured Party):

- (a) any time, waiver or consent granted to, or composition with, any Transaction Obligor or other person;
- (b) the release of any Transaction Obligor or any other person under the terms of any composition or arrangement with any creditor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Transaction Obligor or other person or any non-presentation or non-observance of any formality or other

requirement in respect of any instrument or any failure to realise the full value of any security;

- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Transaction Obligor or any other person;
- (e) any amendment of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency, resolution or similar proceedings.

16.3 Chargor intent

- (a) Without prejudice to the generality of Clause 16.2 (Waiver of defences), each Chargor acknowledges that the Finance Documents may from time to time be amended.
- (b) Each Chargor confirms its intention that:
 - (i) any amendment to a Finance Document is within the scope of the Secured Liabilities and this Security; and
 - (ii) the Secured Liabilities and this Security extend to any amount payable by the Company under or in connection with a Finance Document as amended.
- (c) Each Chargor agrees that the confirmations in paragraph (b) above apply regardless of:
 - (i) why or how a Finance Document is amended (including the extent of the amendment and any change in or addition to the parties);
 - (ii) whether any amount payable by a Transaction Obligor under or in connection with the amended Finance Document in any way relates to any amount that would or may have been payable had the amendment not taken place;
 - (iii) the extent to which that Chargor's liability under this Deed (whether present or future, actual or contingent), or any right it may have as a result of entering into or performing its obligations under this Deed, changes or may change as a result of the amendment; and
 - (iv) whether that Chargor was aware of or consented to the amendment.

16.4 Immediate recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person before claiming from that Chargor under this Deed. This waiver applies irrespective of any law or provision of a Finance Document to the contrary.

16.5 Appropriations

Each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or trustee or agent) in respect of the Secured Liabilities or apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor shall not be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from a Chargor or on account of a Chargor's liability under this Deed.

16.6 Deferral of Chargor's rights

Unless the Security Period has expired or the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by any Transaction Obligor;
- (b) to claim any contribution from any other person who has provided security or a guarantee in respect of any Transaction Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (d) to bring legal or other proceedings for an order requiring any Transaction Obligor to make any payment, or perform any obligation, in respect of which that Chargor has granted security under this Deed;
- (e) to exercise any right of set-off against any Transaction Obligor; and/or
- (f) to claim or prove as a creditor of any Transaction Obligor in competition with any Secured Party.

If any Chargor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Transaction Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with this Deed.

16.7 Additional Security

- (a) This Security is in addition to and is not in any way prejudiced by any other security or guarantee now or subsequently held by any Secured Party.
- (b) No prior security held by any Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security.

16.8 Security held by Chargors

No Chargor shall, without the prior consent of the Security Agent, hold any security from any other Transaction Obligor in respect of its liability under this Deed. Each Chargor shall hold any security held by it in breach of this provision on trust for the Security Agent.

17. CHANGES TO THE PARTIES

17.1 Chargors

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed without the prior consent of the Security Agent.

17.2 The Secured Parties

Any Secured Party may assign or otherwise dispose of all or any of its rights under this Deed in accordance with the terms of the Finance Documents to which it is a party and may in accordance with the terms of the Finance Documents disclose any information in its possession relating to the Chargors to any actual or prospective assignee, transferee or participant.

18. MISCELLANEOUS

18.1 Continuing Security

This Security is a continuing security and, subject to Clause 2.1 (General), shall extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

18.2 Tacking

Each Lender shall perform its obligations under the Credit Agreement (including any obligation to make available further advances).

18.3 New Accounts

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with any Chargor.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

19. RELEASE

At the end of the Security Period, the Security Agent shall, at the request and reasonable cost of any Chargor, take whatever action is reasonably necessary to release the Security Assets from this Security.

20. NOTICES

Clause 29 (Notices) of the Credit Agreement shall apply to this Deed other than that the contact details for each Chargor are those set out in the signature blocks to this Deed.

20.1 English language

Any communication made under or in connection with this Deed must be in English.

21. CALCULATIONS AND CERTIFICATES

21.1 Accounts

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

21.2 Certificates and determinations

Any certification or determination by a Secured Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

21.3 Day count convention

Any interest, commission or fee accruing under this Deed will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice.

22. PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

23. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of any Secured Party, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of any Secured Party shall be effective unless it is in writing. No single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law, and may be waived only in writing and specifically.

24. COUNTERPARTS

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

25. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.

26. ENFORCEMENT

26.1 Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraph (a) above, to the extent allowed by law:
 - (i) no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction; and
 - (ii) the Finance Parties may take concurrent proceedings in any number of jurisdictions.

26.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, the Individual Chargor:
 - (i) irrevocably appoints the Company as his agent under this Deed for service of process in relation to any proceedings before the English courts in connection with this Deed; and
 - (ii) agrees that failure by a process agent to notify the Individual Chargor of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as agent for service of process is unable for any reason to act as agent for service of process, the Individual Chargor must immediately (and in any event within ten days of the event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another process agent for this purpose.

26.3 Waiver of immunity

Each Chargor irrevocably and unconditionally:

- (a) waives all rights of immunity to which it or its assets may be entitled;
- (b) agrees not to claim any immunity from:
 - (i) proceedings brought in any jurisdiction against it or its assets by a Finance Party in relation to a Dispute;
 - (ii) recognition or enforcement in any jurisdiction of any judgment or order given in relation to a Dispute; or
 - (iii) execution, attachment or other legal process in any jurisdiction against it or its assets in relation to a Dispute,and, in each case, to ensure that no such claim is made on its behalf;
- (c) submits to the jurisdiction of any court in relation to the recognition of any judgment or order given in relation to a Dispute; and

- (d) consents generally to the enforcement in any jurisdiction of any judgment or order given in relation to a Dispute and the giving of any relief in any jurisdiction, whether before or after final judgment, including, without limitation:
 - (i) relief by way of interim or final injunction or order for specific performance or recovery of any assets; and
 - (ii) execution, attachment or other legal process against any assets (irrespective of their use or intended use).

THIS Deed has been entered into as a deed and delivered by each Chargor on the date stated at the beginning of this Deed.

SCHEDULE 1
CHARGORS AND SHARES

PART 1

INDIVIDUAL CHARGOR

Name	Nationality	Country of residence	Number of Shares	Class
Benzion Shalom Eliezer Freshwater	British citizen	England	250,763	Ordinary

PART 2

CORPORATE CHARGORS

Name of Chargor	Jurisdiction	Company number	Number of Shares	Class
Dock Newco Limited	England and Wales	12325581	-	Ordinary
Centremanor Limited	England and Wales	01209401	1,000,000	Ordinary
Medinum Company Limited	England and Wales	00564974	118,024	Ordinary
Bonsite Co. Limited	England and Wales	00606326	112,058	Ordinary
Olympia Styles (Cheapside) Limited	England and Wales	00487047	104,260	Ordinary
Grangeside Properties Limited	England and Wales	00506372	99,404	Ordinary
Chalice Investments Limited	England and Wales	00746268	89,270	Ordinary
Stronelle Company Limited	England and Wales	00543795	79,278	Ordinary
Wellfirm Limited	England and Wales	00472779	68,215	Ordinary
Alderbar Company Limited	England and Wales	00544798	66,040	Ordinary

Mintarime Limited	Co	England and Wales	00606343	66,222	Ordinary
Chaltorine Limited	Co.	England and Wales	00606493	62,216	Ordinary
Ashview Limited	Properties	England and Wales	00508122	55,020	Ordinary
Brondmex Limited	Company	England and Wales	00560426	51,895	Ordinary
Lautena Co. Limited		England and Wales	00595764	52,379	Ordinary
Beechway Limited	Properties	England and Wales	00530442	50,724	Ordinary
Villenex Limited	Company	England and Wales	00560418	43,966	Ordinary
Madella Co. Limited		England and Wales	00582499	42,091	Ordinary
Nahora Co. Limited		England and Wales	00598542	41,949	Ordinary
Darital Limited	Company	England and Wales	00544809	41,477	Ordinary
Underwood Distributors Limited	(Toilet Preparations)	England and Wales	00424687	39,606	Ordinary
H.& F. Limited	(Stanton)	England and Wales	00459943	37,377	Ordinary
M.S. Gooding & Co. Limited		England and Wales	00418107	24,957	Ordinary
Claveral Co. Limited		England and Wales	00595746	19,864	Ordinary
Green Investments Limited	Dell	England and Wales	00448940	16,873	Ordinary
Distinctive Investments Limited		England and Wales	00719687	1,464,550	Ordinary
Quoted Limited	Securities	England and Wales	00808263	1,305,631	Ordinary

Montessan Limited	Co.	England and Wales	00602307	135,550	Ordinary
Nunhead Investments Limited		England and Wales	00715605	56,770	Ordinary
North West London Estates Company Limited		England and Wales	00244194	61,473	Ordinary
North West London Estates Development Limited		England and Wales	00773295	66,459	Ordinary
Henry Davies (Holborn) Limited		England and Wales	00501607	1,934,090	Ordinary
Tabard Property Investment Company Limited		England and Wales	00628579	500,000	Ordinary

SIGNATORIES

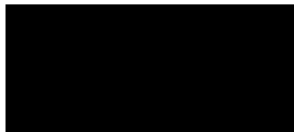
Individual Chargor

SIGNED AS A DEED by
BENZION SHALOM
ELIEZER FRESHWATER

)
)
)



In the presence of:



Witness's signature: Patricia J Brown F.Inst.Pa
Name: Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftsbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [Redacted]
Attention: James Southgate

IMPORTANT NOTICE

You are proposing to give a charge over certain assets which is a legal document.

Before you sign this document you should read it and have it explained to you by an independent legal adviser who will be able to tell you what effect it may have on you.

You should not sign this document unless you want to be legally bound by its terms and unless you are signing freely without pressure or influence on you from any person.

By signing this document you may become liable in respect of all amounts from time to time owed to the Secured Parties by the Company under the Finance Documents and any Secured Assets (each term as defined under this Deed) may be sold or appropriated by us to satisfy the amounts owing.

Corporate Chargors

EXECUTED AS A DEED by)
DOCK NEWCO LIMITED)
acting by)

Director

In the presence of:

Witness's signature: Patricia J Brown F.Inst.Pa
Name: Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftsbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [REDACTED]
Attention: James Southgate

EXECUTED AS A DEED by)
CENTREMANOR LIMITED)
acting by)

Director

In the presence of:

Witness's signature: Patricia J Brown F.Inst.Pa
Name: Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftesbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [REDACTED]
Attention: James Southgate

EXECUTED AS A DEED by)
MEDINUM COMPANY LIMITED)
acting by)

Director: [REDACTED]

In the presence of: [REDACTED]

Witness's signature: **Patricia J Brown F.Inst.Pa**
Name: **Legal Group Manager**
Freshwater Group of Companies
Address: **158/162 Shaftesbury Avenue**
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [REDACTED]
Attention: James Southgate

EXECUTED AS A DEED by)
BONSITE CO. LIMITED)
acting by)

Direct[REDACTED]

In the presence of: [REDACTED]

Witness's signature: Patricia J Brown F.Inst.Pa
Name: Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftesbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [REDACTED]
Attention: James Southgate

EXECUTED AS A DEED by)
OLYMPIA STYLES (CHEAPSIDE) LIMITED)
acting by)

Director: [REDACTED]

In the presence of: [REDACTED]

Witness's signature: Patricia J Brown F.Inst.Pa
Name: Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftesbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [REDACTED]
Attention: James Southgate

EXECUTED AS A DEED by)
GRANGESIDE PROPERTIES LIMITED)
acting by)

Director

In the presence of:

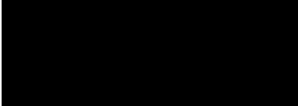
Witness's signature: Patricia J Brown F.Inst.Pa
Name: Legal Group Manager
Address: Freshwater Group of Companies
158/162 Shaftsbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [REDACTED]
Attention: James Southgate

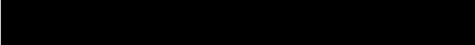
EXECUTED AS A DEED by)
CHALICE INVESTMENTS LIMITED)
acting by)


Director

In the presence of: 

Witness's signature: **Patricia J Brown F.Inst.Pa**
Legal Group Manager
Name: **Freshwater Group of Companies**
Address: **158/162 Shaftsbury Avenue**
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: 
Attention: James Southgate

EXECUTED AS A DEED by)
STRONELLE COMPANY LIMITED)
acting by)


Director

In the presence of: 

Witness's signature: Patricia J Brown F.Inst.Pa
Name: Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftsbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: 
Attention: James Southgate

EXECUTED AS A DEED by)
WELLFIRM LIMITED)
acting by)

Director

In the presence of:

Witness's signature:

Patricia J Brown F.Inst.Pa

Name: Legal Group Manager

Freshwater Group of Companies

Address: 158/162 Shaftesbury Avenue

London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR

Email:

Attention: James Southgate

EXECUTED AS A DEED by)
ALDERBAR COMPANY LIMITED)
acting by)

Director

In the presence of:

Witness's signature: **Patricia J. Brown F.Inst.Pa**
Legal Group Manager
Name: **Freshwater Group of Companies**
Address: **158/162 Shaftsbury Avenue**
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftsbury Avenue, London WC2H 8HR
Email: 
Attention: James Southgate

EXECUTED AS A DEED by)
MINTARIME CO LIMITED)
acting by)

Director

In the presence of:

Witness's signature:

Patricia J Brown F.Inst.Pa

Name: **Legal Group Manager**

Freshwater Group of Companies

Address: **158/162 Shaftsbury Avenue**

London WC2H 8HR

Notice details:

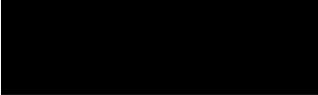
Address: **Freshwater House, 158-162 Shaftsbury Avenue, London WC2H 8HR**

Email:

Attention: **James Southgate**

EXECUTED AS A DEED by)
CHALTORINE CO. LIMITED)
acting by)

Director: 

In the presence of: 

Witness's signature: Patricia J Brown F.Inst.Pa

Name: Legal Group Manager
Freshwater Group of Companies

Address: 158/162 Shaftsbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR

Email: 

Attention: James Southgate

EXECUTED AS A DEED by)
ASHVIEW PROPERTIES LIMITED)
acting by)


Director

In the presence of: 

Witness's signature: **Patricia J Brown F.Inst.Pa**
Name: **Legal Group Manager**
Address: **Freshwater Group of Companies**
..... **158/162 Shaftesbury Avenue**
..... **London WC2H 8HR**

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: 
Attention: James Southgate

EXECUTED AS A DEED by)
BRONDMEX COMPANY LIMITED)
acting by)

Director

In the presence of:

Witness's signature:

Patricia J Brown F.Inst.Pa

Name: Legal Group Manager

Address: Freshwater Group of Companies

158/162 Shaftesbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR

Email:

Attention: James Southgate

EXECUTED AS A DEED by)
LAUTENA CO. LIMITED)
acting by)

Director

In the presence of:

Witness's signature:

Patricia J Brown F.Inst.Pa

Name: **Legal Group Manager**

Address: **Freshwater Group of Companies**

158/162 Shaftsbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR

Email:

Attention: James Southgate

EXECUTED AS A DEED by)
BEECHWAY PROPERTIES LIMITED)
acting by)

Director

In the presence of:

Witness's signature:

Patricia J Brown F.Inst.Pa
Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftsbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email:
Attention: James Southgate

EXECUTED AS A DEED by)
VILLENEX COMPANY LIMITED)
acting by)

Director

In the presence of:

Witness's signature:

Name: Patricia J Brown F.Inst.Pa
Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftesbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [REDACTED]
Attention: James Southgate

EXECUTED AS A DEED by)
MADELLA CO. LIMITED)
acting by)

Director

In the presence of:

Witness's signature:

Patricia J Brown F.Inst.Pa
Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftsbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: 
Attention: James Southgate

EXECUTED AS A DEED by)
NAHORA CO. LIMITED)
acting by)

Director: 

In the presence of:

Witness's signature: 
Name: Patricia J Brown F.Inst.Pa
Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftesbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: 
Attention: James Southgate

EXECUTED AS A DEED by)
DARITAL COMPANY LIMITED)
acting by)

Dir [REDACTED]

In the presence of: [REDACTED]

Witness's signature: Patricia J Brown F.Inst.Pa
Name: Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftesbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [REDACTED]
Attention: James Southgate

EXECUTED AS A DEED by
UNDERWOOD DISTRIBUTORS (TOILET PREPARATIONS) LIMITED
acting by

)
)
)

Director

In the presence of:

Witness's signature:

Patricia J Brown F.Inst.Pa

Name: **Legal Group Manager**

Address: **Freshwater Group of Companies**

**158/162 Shaftsbury Avenue
London WC2H 8HR**

Notice details:

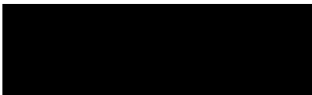
Address: **Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR**

Email:

Attention: **James Southgate**

EXECUTED AS A DEED by)
H.& F. (STANTON) LIMITED)
acting by)


Director

In the presence of: 

Witness's signature:
Name: Patricia J Brown F.Inst.Pa
Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftsbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: 
Attention: James Southgate

EXECUTED AS A DEED by)
M.S. GOODING & CO. LIMITED)
acting by)

Dir

In the presence of:

Witness's signature: Patricia J Brown F.Inst.Pa
Name: Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftesbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [REDACTED]
Attention: James Southgate

EXECUTED AS A DEED by)
CLAVERAL CO. LIMITED)
acting by)

Director: [REDACTED]

In the presence of: [REDACTED]

Witness's signature: Patricia J Brown F.Inst.Pa
Name: Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftesbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [REDACTED]
Attention: James Southgate

EXECUTED AS A DEED by)
GREEN DELL INVESTMENTS LIMITED)
acting by)

Director: [REDACTED]

In the presence of: [REDACTED]

Witness's signature: Patricia J Brown F.Inst.Pa
Name: Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftesbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [REDACTED]
Attention: James Southgate

EXECUTED AS A DEED by)
DISTINCTIVE INVESTMENTS LIMITED)
acting by)

Director: [REDACTED]

In the presence of: [REDACTED]

Witness's signature: .. [REDACTED]

Name: Patricia J Brown F.Inst.Pa
Legal Group Manager
Address: Freshwater Group of Companies
158/162 Shaftesbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [REDACTED]
Attention: James Southgate

EXECUTED AS A DEED by)
QUOTED SECURITIES LIMITED)
acting by)

Dire [REDACTED]

In the presence of: [REDACTED]

Witness's signature: Patricia J Brown F.Inst.Pa
Name: Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftesbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [REDACTED]
Attention: James Southgate

EXECUTED AS A DEED by)
MONTESSAN CO. LIMITED)
acting by)


Director

In the presence of: 

Witness's signature: 

Name: Patricia J Brown F.Inst.Pa
Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftesbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: 
Attention: James Southgate

EXECUTED AS A DEED by)
NUNHEAD INVESTMENTS LIMITED)
acting by)

Director [REDACTED]

In the presence of: [REDACTED]

Witness's signature: **Patricia J. Brown F.Inst.Pa**
Legal Group Manager

Name: **Freshwater Group of Companies**

Address: **158/162 Shaftsbury Avenue**
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR

Email: [REDACTED]

Attention: James Southgate

EXECUTED AS A DEED by)
NORTH WEST LONDON ESTATES COMPANY LIMITED)
acting by)

Director: [REDACTED]

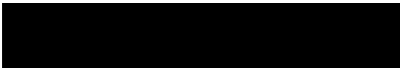
In the presence of: [REDACTED]

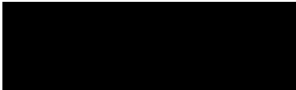
Witness's signature: Patricia J Brown F.Inst.Pa
Name: Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftsbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftsbury Avenue, London WC2H 8HR
Email: [REDACTED]
Attention: James Southgate

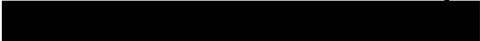
EXECUTED AS A DEED by)
NORTH WEST LONDON ESTATES DEVELOPMENT LIMITED)
acting by)


Director

In the presence of: 

Witness's signature: Patricia J Brown F.Inst.Pa
Name: Legal Group Manager
Freshwater Group of Companies
Address: 158/162 Shaftsbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: 
Attention: James Southgate

EXECUTED AS A DEED by)
HENRY DAVIES (HOLBORN) LIMITED)
acting by)

Directed by [REDACTED]

In the presence of: [REDACTED]

Witness's signature: **Patricia J. Brown F.Inst.Pa**
Legal Group Manager
Name: **Freshwater Group of Companies**
Address: **158/162 Shaftesbury Avenue**
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [REDACTED]
Attention: James Southgate

EXECUTED AS A DEED by)
TABARD PROPERTY INVESTMENT COMPANY LIMITED)
acting by)

Director [Redacted]

In the presence of: [Redacted]

Witness's signature: Patricia J Brown F.Inst.Pa

Name: Legal Group Manager

Address: Freshwater Group of Companies
158/162 Shaftesbury Avenue
London WC2H 8HR

Notice details:

Address: Freshwater House, 158-162 Shaftesbury Avenue, London WC2H 8HR
Email: [Redacted]
Attention: James Southgate

Security Agent

BARCLAYS BANK PLC

By: *BRIAN JAMES*
DIRECTOR

