



**Registration of a Charge**

Company name: **MARTIN'S PROPERTIES HOLDINGS LIMITED**

Company number: **00767976**



X73AEG3I

Received for Electronic Filing: **06/04/2018**

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**Details of Charge**

Date of creation: **04/04/2018**

Charge code: **0076 7976 0020**

Persons entitled: **AVIVA COMMERCIAL FINANCE LIMITED**

Brief description: **LEASEHOLD PROPERTY KNOWN AS THE SHOPS, WHITELANDS HOUSE,  
KINGS ROAD, LONDON SW3 4LX WITH HM LAND REGISTRY NUMBERS  
BGL99493**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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:

**NATASHA HEALD**



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

Company number: 767976

Charge code: 0076 7976 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th April 2018 and created by MARTIN'S PROPERTIES HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th April 2018 .

Given at Companies House, Cardiff on 10th April 2018

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

**DATE:** 4 April 2018

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**SECURITY AGREEMENT RELATING TO MARTIN'S PROPERTIES**

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Between

**MARTIN'S PROPERTIES HOLDINGS LIMITED**

and

**AVIVA COMMERCIAL FINANCE LIMITED**

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Ref: NAHI/JOHG/IQM/109633.00021

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THIS DEED IS DATED 4 April 2018 AND IS MADE

**BETWEEN**

- (1) **MARTIN'S PROPERTIES HOLDINGS LIMITED** a limited liability company registered in England and Wales with company number 09638536 (the "**Chargor**"); and
- (2) **AVIVA COMMERCIAL FINANCE LIMITED** (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

**BACKGROUND**

- (A) The Chargor enters into this deed in connection with the Facility 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. INTERPRETATION**

**1.1 Definitions**

In this deed:

"**Act**" means the Law of Property Act 1925;

"**Facility Agreement**" means the £40,000,000 facility agreement dated on or about the date of this Deed between (amongst others) the Chargor and the Security Agent;

"**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;

"**Mortgaged Property**": means the freehold or leasehold property specified in Schedule 2 (*Real Property*);

"**Security Assets**" means all assets of the Chargor the subject of 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.

**1.2 Construction**

1.2.1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this deed, the same meaning in this deed.

1.2.2 The provisions of clause 1.2 (Construction) of the Facility Agreement apply to this deed as though they were set out in full in this deed except that references to the Facility Agreement will be construed as references to this deed.

1.2.3 Unless a contrary indication appears, a reference in this Deed to:

- (a) a Finance Document or Transaction Document or any other agreement, instrument or other document shall be construed as a reference to that Finance Document or Transaction Document or that other agreement, instrument or document as the same may have been, or may from time to time be, restated,

varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same:

- (i) there is an increase or decrease in any facility made available under that Finance Document or other agreement, instrument or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
- (ii) any additional, further or substituted facility to or for such facility is provided;
- (iii) any rate of interest, commission or fees or relevant purpose is changed;
- (iv) the identity of the parties is changed;
- (v) the identity of the providers of any security is changed;
- (vi) there is an increased or additional liability on the part of any person; or
- (vii) a new agreement is effectively created or deemed to be created;
- (b) any **"rights"** in respect of an asset includes:
  - (i) all amounts and proceeds paid or payable;
  - (ii) all rights to make any demand or claim; and
  - (iii) all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;
- (c) any **"share", "stock", "debenture", "bond" or "other security" or "investment"** includes:
  - (i) any dividend, interest or other distribution paid or payable;
  - (ii) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,in each case in respect of that share, stock, debenture, bond or other security or investment;
- (d) the term **"this Security"** means any Security created by this Deed; and
- (e) a reference to any asset includes present and future properties, revenues and rights of every description.

1.2.4 Any covenant of the Chargor under this deed (other than a payment obligation) remains in force during the Security Period.

1.2.5 The terms of the other Secured Debt Finance Documents and of any side letters between any Parties in relation to any Secured Debt Finance Document are incorporated in this deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.2.6 If the Security Agent acting in good faith considers that an amount paid to a Secured Party under a Secured Debt Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this deed.

1.2.7 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

## **2. CREATION OF SECURITY**

### **2.1 General**

2.1.1 All the security created under this deed:

- (a) is created in favour of the Security Agent;
- (b) is created over present and future assets of the Chargor;
- (c) is security for the payment and satisfaction of all the Secured Liabilities; and
- (d) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.1.2 The Security Agent holds the benefit of this deed on trust for the Secured Parties.

### **2.2 Land**

2.2.1 The Chargor charges:

- (a) by way of a first legal mortgage all estates or interests in the freehold or leasehold property now owned by it specified in Schedule 1 (Real Property).
- (b) to the extent they are not subject of a mortgage under Clause 2.2.1(a) above, by way of first fixed charge all estates or interests in the freehold or leasehold property now owned by it specified in Schedule 1 (Real Property).

2.2.2 A reference in this clause to a mortgage or charge of any freehold or leasehold property includes:

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

### **2.3 Plant and machinery**

The Chargor charges by way of a first fixed charge all plant and machinery owned by the Chargor and its interest in any plant or machinery in its possession, in each case, in relation to the Mortgaged Property.

### **2.4 Credit balances**

2.4.1 The Chargor charges by way of a first fixed charge all of its rights in respect of any Account (other than the General Accounts and any Rent Account), any amount standing to the credit of any Account (other than the General Account and any Rent Account) and the debt represented by it.

2.4.2 The Chargor charges by way of first fixed charge all of its rights in respect of the General Account and any Rent Account, any amount standing to the credit of the General Account and any Rent Account and the debt represented by it.

2.4.3 The Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other the accounts referred to in Clauses 2.5.1 and 2.5.2 above, any amount standing to the credit of any such account and the debt represented by it.

**2.5 Book debts etc.**

The Chargor charges by way of a first fixed charge:

2.5.1 all of its book and other debts;

2.5.2 all other moneys due and owing to it; and

2.5.3 the benefit of all rights, securities or guarantees of any nature enjoyed or held by it in relation to any item under clause 2.5.1 or 2.5.2 above,

in each case, in relation to the Mortgaged Property.

**2.6 Insurances**

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption:

2.6.1 all of its rights under any contract of insurance taken out by it or on its behalf or in which it has an interest; and

2.6.2 all moneys payable and all monies paid to it under or in respect of all such contracts of insurance,

in each case, in relation to the Mortgaged Property.

**2.7 Other contracts**

The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

2.7.1 under each Lease Document;

2.7.2 in respect of all Rental Income;

2.7.3 under any guarantee of Rental Income contained in or relating to any Lease Document;

2.7.4 under each appointment of a Managing Agent (if any); and

2.7.5 under any other agreement to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause,

in each case, in relation to the Mortgaged Property.

**2.8 Miscellaneous**

The Chargor charges by way of first fixed charge:

2.8.1 all its rights in respect of the Declaration of Trust;

2.8.2 any beneficial interest, claim or entitlement it has in any pension fund;

2.8.3 its goodwill;

- 2.8.4 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
  - 2.8.5 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in clause 2.8.4 above; and
  - 2.8.6 its uncalled capital,
- in each case, in relation to the Mortgaged Property.

### **3. REPRESENTATIONS – GENERAL**

#### **3.1 Nature of security**

The Chargor represents and warrants to each Secured Party that this deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

#### **3.2 Times for making representations**

- 3.2.1 The representations and warranties set out in this deed (including in this clause) are made on the date of this deed.
- 3.2.2 Unless a representation or warranty is expressed to be given at a specific date, each representation or warranty under this deed is deemed to be repeated by the Chargor on the date of each Utilisation Request, on each Utilisation Date and on the first day of each Interest Period.
- 3.2.3 When a representation or warranty is repeated, it is applied to the circumstances existing at the time of repetition.

### **4. RESTRICTIONS ON DEALINGS**

#### **4.1 Security**

Except as expressly allowed in the Facility Agreement, the Chargor must not create or permit to subsist any Security on any Security Asset (except for this Security).

#### **4.2 Disposals**

Except as expressly allowed in the Facility Agreement, the Chargor must not sell, transfer, licence, lease or otherwise dispose of any Security Asset, except for the disposal in the ordinary course of trading of any Security Asset subject to the floating charge created under this deed.

### **5. LAND**

#### **5.1 Notices to tenants**

The Chargor must:

- 5.1.1 serve a notice of assignment, substantially in the form of Part 1 of Schedule 2 (*Forms of Letter for Occupational Tenants*), on each tenant of the Mortgaged Property, such notice to be served at the Security Agent's sole discretion upon the occurrence of an Event of Default which is continuing; and
- 5.1.2 use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 2 (*Forms of Letter for Occupational Tenants*).

**5.2 Compliance with applicable laws and regulations**

The Chargor must perform all its obligations under any law or regulation in any way related to or affecting the Mortgaged Property.

**5.3 HM Land Registry**

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at HM Land Registry:

“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 [●] in favour of Aviva Commercial Finance Limited referred to in the charges register or their conveyancer. (Standard Form P)”

**5.4 Deposit of title deeds**

The Chargor must deposit with the Security Agent all deeds and documents of title relating to its Mortgaged Property and all local land charges, land charges and Land Registry search certificates and similar documents received by or on behalf of the Chargor (or otherwise procure that all such documents are held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose).

**6. ACCOUNTS**

**6.1 General**

In this clause:

“**Account Bank**” means a person with whom an Account is maintained under the Facility Agreement.

**6.2 Book debts and receipts**

6.2.1 The Chargor must get in and realise its:

- (a) rent and other amounts due from tenants of the Mortgaged Property; and
- (b) book and other debts and other moneys due and owing to it,

in the ordinary course of its business and hold the proceeds of the getting in and realisation (until payment into an Account if required in accordance with clause 6.2.2 below) on trust for the Security Agent.

6.2.2 The Chargor must, except to the extent that the Security Agent otherwise agrees, pay all the proceeds of the getting in and realisation into an Account in accordance with the Facility Agreement.

**6.3 Representations**

The Chargor represents to each Secured Party that:

- 6.3.1 it is the sole legal and beneficial owner of any amount standing to the credit of any account (including any account contemplated by the Facility Agreement or this deed) it has with any person and the debt represented by it; and
- 6.3.2 any such amount is free of any Security (other than any Security created by or under this deed) and any other rights or interests in favour of any third parties.

**6.4 Notices of charge**

The Chargor must:

- 6.4.1 immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (*Forms of Letter for Account Bank*), on each Account Bank; and
- 6.4.2 use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Account Bank*).

**7. RELEVANT CONTRACTS**

**7.1 General**

In this clause:

“Relevant Contract” means:

- (a) each appointment of a Managing Agent (if any) in connection with the Mortgaged Property; and
- (b) any other agreement in connection with the Mortgaged Property to which the Chargor is a party and which the Security Agent has designated in writing as a Relevant Contract.

**7.2 Representations**

The Chargor represents to each Secured Party that:

- 7.2.1 all payments to it by any other party to a Relevant Contract to which it is a party are not subject to any right of set-off or similar rights;
- 7.2.2 each such Relevant Contract is its legal, valid, binding and enforceable obligation;
- 7.2.3 it is not in default of any of its obligations under any such Relevant Contract;
- 7.2.4 there is no prohibition on assignment in any such Relevant Contract; and
- 7.2.5 its entry into and performance of this deed will not conflict with any term of any such Relevant Contract.

**7.3 Notices of assignment**

The Chargor must, at the request of the Security Agent:

- 7.3.1 immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Relevant Contracts*), on each counterparty to a Relevant Contract; and
- 7.3.2 use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Relevant Contracts*).

**8. DECLARATION OF TRUST**

8.1 The Chargor confirms and agrees that the nominees under the Declaration of Trust hold the bare legal title to the Mortgaged Property on trust for the Chargor.

8.2 The Chargor undertakes not to:

- 8.2.1 dissolve any trust created pursuant to the Declaration of Trust;
- 8.2.2 transfer its beneficial interest in the Mortgaged Property;

- 8.2.3 amend or waive any provision of the Declaration of Trust or give its consent to any departure by any of the parties from its terms; and
- 8.2.4 appoint any additional nominee in relation to the Mortgaged Property or agree to the retirement of either of Radnor Walk (WH) Ltd or Radnor Walk (WH) No. 2 Limited as nominees under the Declaration of Trust.

## **9. WHEN SECURITY BECOMES ENFORCEABLE**

### **9.1 Event of Default**

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

### **9.2 Discretion**

After this Security has become enforceable, the Security Agent may in its absolute discretion enforce all or any part of this Security in any manner it sees fit or as the Majority Lenders direct.

### **9.3 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act, as amended by this deed, will be immediately exercisable at any time after this Security has become enforceable.

## **10. ENFORCEMENT OF SECURITY**

### **10.1 General**

- 10.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.
- 10.1.2 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.
- 10.1.3 The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or 100 of the Act.

### **10.2 No liability as mortgagee in possession**

Neither the Security Agent nor any Receiver will 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.

### **10.3 Privileges**

Each Receiver and the Security Agent 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.

### **10.4 Protection of third parties**

No person (including a purchaser) dealing with the Security Agent or a Receiver or its or his agents will be concerned to enquire:

- 10.4.1 whether the Secured Liabilities have become payable;
- 10.4.2 whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

- 10.4.3 whether any money remains due under the Finance Documents; or
- 10.4.4 how any money paid to the Security Agent or to that Receiver is to be applied.

**10.5 Redemption of prior mortgages**

- 10.5.1 At any time after this Security has become enforceable, the Security Agent may:
  - (a) redeem any prior Security against any Security Asset; and/or
  - (b) procure the transfer of that Security to itself; and/or
  - (c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- 10.5.2 The Chargor must 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, including the payment of any principal or interest.

**10.6 Contingencies**

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

**11. RECEIVER**

**11.1 Appointment of Receiver**

- 11.1.1 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:
  - (a) this Security has become enforceable; or
  - (b) the Chargor so requests the Security Agent in writing at any time.
- 11.1.2 Any appointment under clause 11.1.1 above may be by deed, under seal or in writing under its hand.
- 11.1.3 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.
- 11.1.4 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.
- 11.1.5 The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

**11.2 Removal**

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may,

whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

**11.3 Remuneration**

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

**11.4 Agent of the Chargor**

11.4.1 A Receiver will be deemed to be the agent of the 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. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.

11.4.2 No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

**11.5 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 be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

**12. POWERS OF RECEIVER**

**12.1 General**

12.1.1 A Receiver has all of the rights, powers and discretions set out below in this clause in addition to those conferred on it by any law, this includes:

- (a) in the case of an administrative receiver, all the rights powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
- (b) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

12.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

**12.2 Possession**

A Receiver may take immediate possession of, get in and collect any Security Asset of which it has been appointed.

**12.3 Carry on business**

A Receiver may carry on any business of the Chargor in any manner he thinks fit.

**12.4 Employees**

12.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this deed upon such terms as to remuneration or otherwise as he thinks fit.

12.4.2 A Receiver may discharge any person appointed by the Chargor.

**12.5 Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

**12.6 Sale of assets**

12.6.1 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 he thinks fit.

12.6.2 The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.

12.6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of any Chargor.

**12.7 Leases**

A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).

**12.8 Compromise**

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

**12.9 Legal actions**

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.

**12.10 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.

**12.11 Subsidiaries**

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

**12.12 Delegation**

A Receiver may delegate his powers in accordance with this deed.

**12.13 Lending**

A Receiver may lend money or advance credit to any customer of the Chargor.

**12.14 Protection of assets**

A Receiver may:

- 12.14.1 effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- 12.14.2 commence and/or complete any building operation; and
- 12.14.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he thinks fit.

**12.15 Other powers**

A Receiver may:

- 12.15.1 do all other acts and things which he may consider desirable or necessary 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;
- 12.15.2 exercise in relation to any Security Asset all the powers, authorities and things which he would be capable of exercising if he were the absolute beneficial owner of that Security Asset; and
- 12.15.3 use the name of the Chargor for any of the above purposes.

**13. APPLICATION OF PROCEEDS**

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this deed or in connection with the realisation or enforcement of all or part of this deed will be held and applied in the following order of priority:

- 13.1.1 in or towards payments or provision for all costs and expenses incurred by the Security Agent or Receiver under or in connection with this deed and all remuneration due to any Receiver under or in connection with this deed;
- 13.1.2 in or towards payment of the Secured Liabilities in such order as the Secured Parties may in their absolute discretion decide; and
- 13.1.3 in payment of the surplus (if any) to any Chargor or other person entitled to it.

This clause is subject to the payment of any claims having priority over this Security. This clause does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

**14. EXPENSES AND INDEMNITY**

The Chargor must:

- 14.1.1 immediately on demand pay all costs and expenses (including legal fees) incurred in connection with this deed by any Secured Party including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and
- 14.1.2 keep each of them indemnified against any failure or delay in paying those costs or expenses.

**15. DELEGATION**

**15.1 Power of Attorney**

The Security Agent or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this deed.

**15.2 Terms**

Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit.

**15.3 Liability**

Neither the Security Agent nor any Receiver will be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

**16. FURTHER ASSURANCES**

The Chargor must, at its own expense, take whatever action the Security Agent or a Receiver may require for:

- 16.1.1 creating, perfecting or protecting any security intended to be created by this deed; or
- 16.1.2 following the occurrence of an Event of Default having occurred and being continuing, facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of its delegates or sub-delegates in respect of any Security Asset.

This includes:

- 16.1.3 the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee; or

- 16.1.4 the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Security Agent may think expedient.

**17. POWER OF ATTORNEY**

The Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed and has failed to do so. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause.

**18. PRESERVATION OF SECURITY**

**18.1 Continuing security**

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

**18.2 Reinstatement**

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor, any Group Member or any security for those obligations or otherwise) is made 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, the liability of the

Chargor under this deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

**18.3 Waiver of defences**

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

- 18.3.1 any time, waiver or consent granted to, or composition with, any Obligor, and Group Member or other person;
- 18.3.2 the release of any other Obligor, any other Group Member or any other person under the terms of any composition or arrangement with any creditor;
- 18.3.3 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 Obligor, any Group Member or any other person;
- 18.3.4 any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security;
- 18.3.5 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor, a Group Member or any other person;
- 18.3.6 any amendment of any Secured Debt 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 Secured Debt Finance Document or other document or security;
- 18.3.7 any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Secured Debt Finance Document or any other document or security; or
- 18.3.8 any insolvency or similar proceedings.

**18.4 Chargor Intent**

Without prejudice to the generality of clause 18.3 (Waiver of defences), the Chargor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Secured Debt Finance Documents and/or any facility or amount made available under any of the Secured Debt Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

**18.5 Immediate recourse**

The 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 rights or security or claim payment from any person before claiming from the Chargor under this deed. This waiver applies irrespective of any law or provision of a Secured Debt Finance Document to the contrary.

**18.6 Appropriations**

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

- 18.6.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) against the Secured Liabilities or apply and enforce them in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Chargor will be entitled to the benefit of such moneys, security or rights; and
- 18.6.2 hold in an interest bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this deed.

**18.7 Deferral of Chargor's rights**

Unless the Security Period has expired or the Security Agent otherwise directs, the Chargor will not 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 clause:

- 18.7.1 to be indemnified by an Obligor or a Group Member;
- 18.7.2 to claim any contribution from any other guarantor of any Obligor's or any Group Member's obligations under the Secured Debt Finance Documents;
- 18.7.3 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 Secured Debt Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- 18.7.4 to bring legal or other proceedings for an order requiring any Obligor or any Group Member to make any payment, or perform any obligation, in respect of which the Chargor has given a guarantee, undertaking or indemnity under this clause;
- 18.7.5 to exercise any right of set-off against any Obligor or a Group Member; and/or
- 18.7.6 to claim or prove as a creditor of any Obligor or a Group Member in competition with any Secured Party.

If the Chargor receives any benefit, payment or distribution in relation to such rights it must 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 Obligors under or in connection with the Secured Debt Finance Documents to be repaid in full on trust for the Secured Parties and must promptly pay or transfer them to the Security Agent or as the Security Agent may direct for application in accordance with clause 13 (Application of Proceeds).

**18.8 Additional security**

This Security is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party.

**19. MISCELLANEOUS**

**19.1 Covenant to pay**

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Secured Debt Finance Documents.

**19.2 Tacking**

Each Lender must perform its obligations under the Facility Agreement and each Aviva Group Member who is a lender (howsoever described) under a Group Finance Document must perform its obligations as a lender under any Group Finance Document (as relevant) (in each case, including any obligation to make available further advances).

**19.3 New Accounts**

19.3.1 If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargor.

19.3.2 If the 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.

19.3.3 As from that time all payments made to the 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.

**19.4 Time deposits**

Without prejudice to any right of set-off any Secured Party may have under any other Secured Debt Finance Document or otherwise, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when:

19.4.1 this Security has become enforceable; and

19.4.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

**19.5 Notice of assignment**

This Deed constitutes notice in writing to the Chargor of any charge or assignment of a debt owed by the Chargor to any other member of the Group and contained in any other Security Document.

**20. RELEASE**

At the end of the Security Period, the Secured Parties must, as soon as reasonable practicable at the request and cost of the Chargor, take whatever action is necessary to release and/or reassign its Security Assets from this Security.

**21. GOVERNING LAW**

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

This deed has been entered into as a deed on the date stated at the beginning of this deed.

**SCHEDULE 1**  
**REAL PROPERTY**

<u>Owner</u>	<u>Address of Property</u>	<u>Freehold/Leasehold</u>	<u>Title number at HM Land Registry</u>
The Chargor (owner of beneficial interest)	The Shops, Whitelands House, Kings Road, London SW3 4LX	Leasehold	BGL99493

**SCHEDULE 2**  
**FORMS OF LETTER FOR OCCUPATIONAL TENANTS**

**Part 1**  
**Notice to Occupational Tenant**  
*[On the letterhead of the Chargor]*

To: [Occupational tenant]

[Date]

Dear Sirs,

Re: [PROPERTY PORTFOLIO]

**Security Agreement dated [●] 2018 between [Chargor] and Aviva Commercial Finance Limited (the “Security Agreement”)**

We refer to the lease dated [●] and made between [●] and [●] (the “Lease”).

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to Aviva Commercial Finance Limited (as security trustee for the Secured Parties as referred to in the Security Agreement, the Security Agent) all our rights under the Lease.

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease to our account [with the Security Agent] at [●], Account No. [●], Sort Code [●] (the “Rent Account”).

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [ADDRESS] with a copy to ourselves.

Yours faithfully,

.....

(Authorised Signatory)

**[CHARGOR]**

**Part 2**  
**Acknowledgement of Occupational Tenant**

To: Aviva Commercial Finance Limited

[ADDRESS]

Attention: [ATTENTION]

[Date]

Dear Sirs,

Re: [PROPERTY PORTFOLIO]

**Security Agreement dated [●] 2018 between [Chargor] and Aviva Commercial Finance Limited (the “Security Agreement”)**

We confirm receipt from [Chargor] (the “Chargor”) of a notice dated [●] 20[●] (the “Notice”) in relation to the Lease (as defined in the Notice).

We accept the instructions contained in the Notice.

We confirm that we:

1. have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease (as defined in the Notice); and
2. must pay all rent and all other monies payable by us under the Lease into the Rent Account (as defined in the Notice); and
3. must continue to pay those moneys into the Rent Account until we receive your written instructions to the contrary.

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

Yours faithfully,

.....

For

[●]

**SCHEDULE 3**  
**FORMS OF LETTER FOR ACCOUNT BANK**

**Part 1**  
**Notice to Account Bank**

*[On the letterhead of the Chargor]*

To: [Account Bank]

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between [Chargor] and Aviva Commercial Finance Limited (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have charged (by way of a first fixed charge) in favour of Aviva Commercial Finance Limited (as security trustee for the Secured Parties as referred to in the Security Agreement, the “Security Agent”) all our rights in respect of any amount standing to the credit of any account maintained by us with you (the “Accounts”).

We irrevocably instruct and authorise you to:

1. disclose to the Security Agent any information relating to any Account requested from you by the Security Agent;
2. comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent [at any time after the Security Trustee has informed you that an Event of Default (as defined in the Security Agreement) is continuing under the Security Agreement]<sup>1</sup>; and
3. pay or release any sum standing to the credit of any Account in accordance with the written instructions of the Security Agent [at any time after the Security Trustee has informed you that an Event of Default (as defined in the Security Agreement) is continuing under the Security Agreement]<sup>2</sup>.

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

[Without prejudice to the foregoing we may operate the Account at any time until such time as the Loan Security Trustee has informed you that an Event of Default (as defined in the Security Agreement) is continuing under the Security Agreement.]<sup>3</sup>

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at [ADDRESS] with a copy to ourselves.

Yours faithfully,

---

<sup>1</sup> Only to be included in the notice in respect of each Borrower General Account.

<sup>2</sup> Only to be included in the notice in respect of each Borrower General Account.

<sup>3</sup> Only to be included in the notice in respect of each Borrower General Account.

.....  
(Authorised Signatory)

[CHARGOR]

**Part 2**  
**Acknowledgement of Account Bank**  
*[On the letterhead of the Account Bank]*

To: Aviva Commercial Finance Limited

[ADDRESS]

Attention: [ATTENTION]

Copy: [CHARGOR]

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between [Chargor] and Aviva Commercial Finance Limited (the “Security Agreement”)**

We confirm receipt from [Chargor] (the “**Chargor**”) of a notice dated [●] 20[●] (the “**Notice**”) of a charge upon the terms of the Security Agreement over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us (the “**Accounts**”).

We confirm that we:

4. accept the instructions contained in the Notice and agree to comply with the notice;
5. have not received notice of the interest of any third party in any Account;
6. have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
7. [will not, after we have received notice from you notifying us that an Event of Default (as defined in the Security Agreement) is outstanding under the Security Agreement, permit any amount to be withdrawn from any Account without your prior written consent]<sup>4</sup> [will not permit any amount to be withdrawn from any Account without your prior written consent.]<sup>5</sup>

The Accounts maintained with us are:

**[Specify accounts and account numbers]**

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

Yours faithfully,

.....  
<sup>4</sup> To be included in the acknowledgment in respect of each Account over which the Chargor has signing rights, e.g. the General Account.

<sup>5</sup> To be included in the acknowledgement in respect of each Account except for those Accounts over which the Chargor has signing rights, e.g. the General Account

(Authorised signatory)

[Account Bank]

SCHEDULE 4

FORMS OF LETTER FOR RELEVANT CONTRACTS

Part 1

Notice to Counterparty

*[On the letterhead of the Chargor]*

To: [Contract party]

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between [Chargor] and Aviva Commercial Finance Limited (the "Security Agreement")**

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to Aviva Commercial Finance Limited (as security trustee for the Secured Parties as referred to in the Security Agreement, the "Security Agent") all our rights in respect of [insert details of Contract] (the "Contract").

We confirm that:

8. we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
9. none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given to, the Security Agent or as it directs.

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior consent of the Security Agent.

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [ADDRESS] with a copy to ourselves.

Yours faithfully,

.....

(Authorised signatory)

**[CHARGOR]**

**Part 2**  
**Acknowledgement of Counterparty**

To: Aviva Commercial Finance Limited  
[ADDRESS]  
Attention: [ATTENTION]  
Copy: [CHARGOR]

[Date]

Dear Sirs,

**Security Agreement dated [●] 2018 between [Chargor] and Aviva Commercial Finance Limited (the “Security Agreement”)**

We confirm receipt from [Chargor] (the “**Chargor**”) of a notice dated [●] 20[●] (the “**Notice**”) of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [insert details of the Contract] (the “**Contract**”).

We confirm that we will pay all sums due, and give notices, under the Contract as directed in the Notice.

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

Yours faithfully,

.....

(Authorised signatory)

[Counterparty]

EXECUTION PAGES

Executed as a deed by

MARTIN'S PROPERTIES HOLDINGS  
LIMITED

acting by

in the presence of:

Name of witness:

Signature of witness:

Address:

Occupation:

..... JOANNA BROOME

.....  
..... MAPLES TEESDALE LLF  
..... SOLICITORS  
..... 30 KING STREET  
..... LONDON EC2V 8EE  
..... DX 138754 CHEAPSIDE

..... TRAINEE SOLICITOR

AVIVA COMMERCIAL FINANCE  
LIMITED by

)  
)  
) .....  
) Duly Authorised Signatory

EXECUTION PAGES

Executed as a deed by )  
**MARTIN'S PROPERTIES HOLDINGS** )  
**LIMITED** )  
acting by ) .....  
 ) Director  
in the presence of: )

Name of witness: .....

Signature of witness: .....

Address: .....

Occupation: .....

**AVIVA COMMERCIAL FINANCE** )  
**LIMITED** by *611585* )  
 )  
 )  
 ) Duly Authorised Signatory