

MR01

Particulars of a charge

088870/39

Laserform

A fee is payable with this form.
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR09

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

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☒ You **must** enclose a certified copy of the instrument with this form. It must be scanned and placed on the public record. **Do not send the original.**



LD7

L45YWN1S

24/04/2015

#119

COMPANIES HOUSE

1

Company details

Company number 00925279

Company name in full N M Rothschild & Sons Limited

For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Charge creation date

Charge creation date 09/04/2015

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name CBRE Loan Servicing Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4

Brief description

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

Brief description

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ^①

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

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Taylor Lesotho Up* X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record

Contact name Olivier Swain/Ryan Hopkins

Company name Taylor Wessing LLP

Address 5 New Street Square

Post town London

County/Region

Postcode E C 4 A 3 T W

Country

DX 41 London London - Chancery Lane

Telephone +44 (0)207 300 7000



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 925279

Charge code: 0092 5279 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th April 2015 and created by N M ROTHSCCHILD & SONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th April 2015

DX

Given at Companies House, Cardiff on 30th April 2015



Companies House



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

DATED

9 April 2015

N.M. ROTHSCHILD & SONS LIMITED
as Chargor

and

CBRE LOAN SERVICING LIMITED
as Security Agent

THIRD PARTY SHARE MORTGAGE

Execution Version

Certified to be a true copy
of the original


Taylor Wessing LLP

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DX 41 London
www.taylorwessing.com

TaylorWessing

Index

Clause No	Page No
1 Definitions and Interpretation	1
2 Security	2
3 Investments	3
4 Representations	5
5 Negative Undertakings	7
6 Information Undertakings	8
7 General Undertakings	8
8 Enforcement of Security	9
9 Powers of Receiver and Security Agent	10
10 Exclusion of Liability	11
11 Reimbursement and Indemnity	11
12 Application of Proceeds	12
13 Protection of Persons Dealing with Security Agent Receiver or Delegate	13
14 Notice of Subsequent Charge	13
15 Further Assurance	14
16 Power of Attorney by Chargor	14
17 Protective Provisions	15
18 Discharge of Security	17
19 Redemption	17
20 Default Interest	17
21 Notices	17
22 Changes to the parties	19
23 Tax Gross-up	19
24 Set-off	19
25 Miscellaneous	20
26 Law	20
27 Jurisdiction	20

THIS DEED is made on

9 April

2015

BETWEEN

- (1) **N.M. ROTHSCHILD & SONS LIMITED**, a company incorporated in England and Wales with registration number 00925279 whose registered office is at New Court, St Swithin's Lane, London EC4N 8AL (the "**Chargor**"), and
- (2) **CBRE LOAN SERVICING LIMITED**, as security trustee for the Secured Parties (as defined in the Loan Agreement (as defined below)) (the "**Security Agent**")

AGREED TERMS

1. Definitions and Interpretation

1.1 Definitions

In this deed

"**Charged Property**" means the assets mortgaged by the Chargor under this deed,

"**Borrower**" means Third New Court Limited registered in England and Wales (registered number 06479314) whose registered office is at New Court, St Swithin's Lane, London EC4N 8AL,

"**Default Rate**" means the interest rate provided for in clause 8.3 (Default interest) of the Loan Agreement in relation to Unpaid Sums,

"**Dividends**" means all dividends, interest and other money payable in respect of the Investments,

"**Enforcement Event**" means the occurrence of an Event of Default pursuant to which the Agent exercises any of its rights under clause 23.13 (Acceleration) of the Loan Agreement,

"**Financial Collateral Regulations**" means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226,

"**Insolvency Act**" means the Insolvency Act 1986,

"**Investments**" means

- (a) 50,000,000 non-voting B ordinary shares of £1 each in the issued share capital of the Borrower, and
- (b) all other stocks, shares and other securities of the Borrower now or at any time after the date of the deed owned by the Chargor including any offered by way of redemption, bonus, preference or option or otherwise in respect of any of the shares referred to in (a) above,

and all rights and benefits in respect of the assets referred to in (a) and (b) above other than the right to receive Dividends,

"**Loan Agreement**" means a loan agreement dated 1 April 2015 made between the Borrower (1), Canada Life Limited and M&G Investment Management Limited (as arrangers) (2), the Original Lenders (3), CBRE Loan Servicing Limited (as agent) (4) and the Security Agent (5),

"**LPA**" means the Law of Property Act 1925,

"**Secured Liabilities**" means

- (a) all obligations of each Obligor owed or expressed to be owed to the Secured Parties (or any of them) under or in connection with the Finance Documents whether owed jointly or severally, as principal or surety or in any other capacity,
- (b) in the case of any Obligor other than the Chargor any obligation referred to in (a) above which is or becomes Unenforceable, and

"**Unenforceable**" means void, voidable, invalid, unenforceable or otherwise irrecoverable (whether or not known to any Secured Party or the Chargor) and "**Unenforceability**" will be construed accordingly

1 2 *Interpretation*

- (a) Capitalised terms defined in the Loan Agreement have, unless expressly defined in this deed, the same meaning in this deed
- (b) This deed is a Finance Document
- (c) The provisions of clause 1 (Definitions and Interpretation) of the Loan Agreement shall be deemed to be incorporated into this deed
- (d) In this deed, unless a contrary indication appears
 - (i) "**obligations**" means obligations and liabilities,
 - (ii) references to obligations and liabilities include the whole or any part of them, present and future, actual and contingent,
 - (iii) any reference to "**powers**" includes rights, powers, discretions and authorities, and
 - (iv) any reference to any asset includes any proceeds of sale of any such asset

1 3 *Construction of charging clause*

Each of the security interests created by clause 2 (Security) shall be construed as separate and distinct interests over the relevant assets so that the recharacterisation for any reason of any security interest over any one asset shall not affect the nature of the security interest created over any other asset

2. **Security**

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee assigns to the Security Agent by way of equitable mortgage all its present and future rights and interest in

- (a) the Investments, and
- (b) all Dividends

3. Investments

3.1 *Deposit of certificates*

The Chargor shall deposit with the Security Agent

- (a) on or before the date of this deed, the certificates or other documents of title to each Investment owned by the Chargor on such date,
- (b) on the date of the acquisition of any Investment acquired by the Chargor after the date of this deed or on the withdrawal of any Investment from any clearance system, the certificates or other documents of title to each such Investment,
- (c) together with the certificates or other documents referred to in paragraphs (a) and (b) above, duly executed undated blank transfers in respect of each such Investment and forms of waiver of any pre-emption rights necessary to enable such transfers to be registered

3.2 *Release and return of certificates and stock transfer forms*

- (a) The Security Agent shall return any share certificates and stock transfer forms to the Chargor upon request in the event that there is a reduction of the issued share capital of the Borrower as contemplated by paragraph (i) of the definition of Permitted Capital Restructuring, provided that share certificates and stock transfer forms in respect of all of the shares in the Borrower are deposited with the Security Agent immediately following such reduction in share capital
- (b) In the event the Chargor transfers title of any Investments to the Second Shareholder in compliance with the Loan Agreement, then, the Security Agent shall (at the request and expense of the Borrower)
 - (i) grant a partial release in respect of such shares, and
 - (ii) return any share certificates and stock transfer forms relating to such shares to the Chargor,

provided that such shares remain the subject of valid Security granted under the terms of the Finance Documents (and the Security Agent has received any legal opinions and corporate authorisations which it may reasonably require for the purpose of ensuring its satisfaction with the validity of such Security)

- (c) Following any transfer referred to in clause 3.2(b) above the Chargor will ensure that new share certificates and stock transfer forms in respect of such shares are deposited with the Security Agent within three Business Days of the date of such transfer

3.3 *Payment of money due*

The Chargor shall promptly pay all money which may from time to time be due in respect of any Investment forming part of the Charged Property

3 4 *Nominees*

If any Investment is registered in the name of a nominee the Chargor shall on demand provide to the Security Agent an equitable mortgage over such Investment or power of attorney or acknowledgement of the rights created by this deed over such Investment in favour of the Security Agent in such terms as the Security Agent may require duly executed by or on behalf of such nominee

3 5 *Completion of transfers*

The Security Agent may at any time following the occurrence of an Enforcement Event complete any transfers of any Investment delivered to it under clause 3 1(c) in favour of itself or any nominee for it as transferee and may present the same for registration

3 6 *Dividends and voting rights before enforceability*

The Chargor shall be entitled to exercise each of the following rights until the security created under this deed becomes enforceable and the Security Agent gives notice of its intention to exercise any of such rights itself

- (a) to receive all Dividends in respect of any Investment free from the security created by this deed, and
- (b) to exercise all voting rights attached to any Investment and if the Security Agent is registered as the holder of any such Investment it will exercise all voting rights attached to it as directed by the Chargor

3 7 *Dividends and voting rights after enforceability*

The Security Agent shall be entitled to exercise each of the following rights at any time following the occurrence of an Event of Default which is continuing

- (a) to receive all Dividends and apply them in reduction of the Secured Liabilities whether or not any Investment is registered in the name of the Security Agent or any nominee for the Security Agent or in the name of the Chargor or any nominee for the Chargor,
- (b) at its discretion to exercise or procure the exercise of all voting rights attached to any Investment registered in the name of the Security Agent or any nominee for the Security Agent for the purpose only of preserving the value of such Investment or realising the security over such Investment created by this deed, and
- (c) to require the Chargor to exercise any voting rights attached to any Investment registered in the name of the Chargor or any nominee for the Chargor as directed by the Security Agent for the purpose mentioned in paragraph (b) above

3 8 *Security Agent may give up voting rights*

The Security Agent may at any time by giving notice to the Chargor give up any right it may have under clause 3 7(b) or clause 3 7(c) in relation to any of the Investments specified in such notice (the "**Notified Shares**") whereupon the Chargor may exercise all voting rights in relation to the Notified Shares subject to the terms of the Finance Documents

3 9 *Dematerialisation*

The Chargor must promptly take all action required for the rematerialisation of any Investment held in dematerialised form in a clearance system

4. Representations

4 1 *Duration and Scope*

The Chargor makes the representations and warranties set out in this clause to the Security Agent on the date of this deed

4 2 *Status*

- (a) It is a limited liability company, duly incorporated and validly existing under the law of England and Wales
- (b) It has the power to own its assets and carry on its business in England and Wales as it is being conducted

4 3 *Binding obligations*

The obligations expressed to be assumed by it in each Transaction Document to which it is a party are legal, valid, binding and enforceable obligations subject to the Legal Reservations and the registration of this deed in accordance with clause 4 10 (No filing or stamp taxes)

4 4 *Non-conflict with other obligations*

The entry into and performance by it of, and the transactions contemplated by, the Transaction Documents to which it is a party and the granting of the Transaction Security to which it is a party do not and will not conflict with

- (a) any law or regulation applicable to it,
- (b) its constitutional documents,
- (c) any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument in each case to an extent which is reasonably likely to have a Material Adverse Effect

4 5 *Power and authority*

- (a) 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, the Transaction Documents to which it is or will be a party and the transactions contemplated by those Transaction Documents
- (b) No limit on any its powers will be exceeded as a result of the borrowing, grant of security or giving of guarantees or indemnities contemplated by the Transaction Documents to which it is a party

4 6 *Validity and admissibility in evidence*

Except for registration of this deed in accordance with clause 4 7 (Registration requirements) all Authorisations required or desirable

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Transaction Documents to which it is a party, and

(b) to make the Transaction Documents to which it is a party admissible in evidence in its Relevant Jurisdictions,

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

4 7 *Registration requirements*

Except for registration of this deed under the Companies Act 2006 it is not necessary to file, register or record this deed in any public place or elsewhere

4 8 *Governing law and enforcement*

(a) The choice of English law as the governing law of this deed will, subject to the Legal Reservations, be recognised and enforced in its Relevant Jurisdictions

(b) Any judgment obtained in England in relation to this deed will be recognised and enforced in its Relevant Jurisdictions

4 9 *Deduction of Tax*

It is not required under the law of its Relevant Jurisdictions to make any deduction for or on account of Tax from any payment it may make under any this deed to the Security Agent

4 10 *No filing or stamp taxes*

Except for registration fees associated with registration of this deed in accordance with clause 4 7 (Registration requirements), it is not necessary under the law of its Relevant Jurisdictions that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to this deed or the transactions contemplated by this deed

4 11 *No default*

No event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or termination event (however described) under any other agreement or instrument which is binding on the Chargor or to which the Chargor's assets are subject which has or is reasonably likely to have a Material Adverse Effect

4 12 *No misleading information*

(a) All written information supplied by it or on its behalf to any Finance Party in connection with the Transaction Documents was, so far as it is aware (having made due and careful enquiry) true and accurate in all material respects as at the date it was provided or as at any date at which it was stated to be given

(b) It has not omitted to supply any information which, if disclosed, would make the information referred to in paragraph (a) above untrue or misleading in any material respect

- (c) As at the first Utilisation Date, nothing has occurred since the date of the information referred to in paragraph (b) above which, if disclosed, would make that information untrue or misleading in any material respect

4 13 *No proceedings pending or threatened*

No litigation, arbitration or administrative proceedings or investigations of or before, any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect have (to the best of its knowledge and belief having made due and careful enquiry) been started or threatened against the Chargor

4 14 *Ranking of Security*

The security conferred by this deed constitutes a first priority security interest of the type described over the assets referred to in this deed and those assets are not subject to any prior or pari passu Security other than Security permitted pursuant to clause 5 1 (Negative Pledge)

4 15 *Shares*

- (a) The Borrower's entire issued share capital is legally and beneficially wholly owned and controlled by the Original Shareholders or one of them
- (b) The shares referred to in paragraph (a) of the definition of Investments in clause 1 1 are fully paid and are not subject to any option to purchase or similar rights
- (c) The Investments are not subject to any other Security or any lien, rights of pre-emption, forfeiture or disenfranchisement whether under the articles of association of the Borrower or any shareholders' agreement or otherwise

4 16 *Repetition*

The representations and warranties in this clause are deemed to be made by the Chargor by reference to the facts and circumstances then existing on each day on which any Repeating Representations are deemed to be made under the Loan Agreement

5 **Negative Undertakings**

5 1 *Negative pledge*

The Chargor shall not create or permit to subsist any Security over any of the Charged Property other than any Security or (as the case may be) Quasi-Security listed in clause 2 1 3(c) of the Loan Agreement

5 2 *Disposals*

The Chargor shall not sell, transfer or otherwise dispose or purport or agree to dispose of any Charged Property (except in a manner contemplated in clause 3 2 (Release and return of certificates and stock transfer forms))

5 3 *Centre of main interests*

The Chargor shall not move its centre of main interests for the purposes of Council Regulation (EC) No 1346/2000 of 29 May 2000 on insolvency procedures outside England and Wales

5.4 *Mergers*

The Chargor shall not merge, or consolidate with any other person or enter into any amalgamation, demerger or reconstruction

6. Information Undertakings

6.1 *Accuracy*

The Chargor shall ensure that all information supplied to the Security Agent by it is at the time of supply complete and accurate in all material respects

7. General Undertakings

7.1 *Authorisations*

The Chargor shall promptly

(a) obtain, comply with and do all that is necessary to maintain in full force and effect, and

(b) supply certified copies to the Security Agent of,

any Authorisation required under any law or regulation of its Relevant Jurisdictions to

(i) enable it to perform its obligations under the Transaction Documents to which it is a party and to ensure the legality, validity, enforceability or admissibility in evidence in the Relevant Jurisdictions of any such Transaction Document,

(ii) enable it to own its assets and carry on its business as it is being conducted

7.2 *Compliance with laws*

The Chargor shall comply in all respects with all laws to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under the Finance Documents to which it is a party

7.3 *Consents*

The Chargor shall ensure that all consents and all documents, registrations, licences and other matters and things required by the Security Agent to perfect this deed are produced executed obtained or made as required by the Security Agent in accordance with this deed

7.4 *Failure to comply*

If the Chargor fails to comply with any of its obligations under this deed the Security Agent may take such steps as it considers appropriate to procure compliance with such obligations at the cost of the Chargor

8. Enforcement of Security

8 1 Agent's powers

- (a) On the occurrence of an Event of Default which is continuing or if the Chargor requests that the Security Agent exercises any of its powers under this clause 8 1, the security created under this deed shall become enforceable
- (b) On the occurrence of an Event of Default which is continuing (or if the Chargor so requests), the Security Agent may immediately or at any time thereafter secure and perfect its title to all or any part of the Charged Property and/or transfer any asset into the name of its nominee
- (c) On the occurrence of an Enforcement Event (or if the Chargor so requests), the Security Agent may immediately or at any time thereafter
 - (i) exercise the power of sale and all other powers conferred by s 101 of the LPA as varied or extended by this deed,
 - (ii) subject to s 72A of the Insolvency Act, appoint one or more persons as a Receiver of any Charged Property,
 - (iii) exercise all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act,
 - (iv) to the extent that this deed constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Regulations, appropriate any Charged Property which constitutes "financial collateral" as defined in the Financial Collateral Regulations in or towards satisfaction of the Secured Liabilities and the Security Agent shall value such Charged Property by reference to an independent valuation or other procedure selected by the Security Agent acting reasonably

8 2 Powers under the LPA

- (a) S 103 of the LPA will not apply to this deed
- (b) The power of sale and all other powers conferred by s 101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Chargor

8 3 Receivers

- (a) The Security Agent may appoint any Receiver upon such terms as to remuneration and otherwise as the Security Agent thinks fit and the maximum rate specified in s 109(6) of the LPA shall not apply
- (b) Any Receiver will be the agent of the Chargor for all purposes and the Chargor will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of the Security Agent
- (c) Where two or more persons are appointed as Receiver any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally
- (d) The Security Agent may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative

receiver) whether or not the Security Agent appoints any other person as Receiver in his place

9. Powers of Receiver and Security Agent

9.1 Statutory powers

A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act which powers are incorporated into this deed provided that references in that Schedule to the "property of the Company" will be deemed to be references to the Charged Property for the purposes of this deed

9.2 Additional powers

By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of the Chargor) to do every act and thing and exercise every power

- (a) which the Chargor would have been entitled to do or exercise if no Receiver had been appointed or which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of the Charged Property, and
- (b) which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the Security created by this deed or the realisation of any Charged Property,

and may use the name of the Chargor in connection with any exercise of such powers

9.3 Consideration

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

9.4 Prior encumbrances

At any time after the security given by this deed has become enforceable, the Security Agent may redeem any prior Security against the Charged Property or procure a transfer of such Security to itself and may agree the accounts of the person entitled to that Security and any accounts so agreed will be binding on the Chargor. Any money paid by the Security Agent in connection with a redemption or transfer of any prior Security will form part of the Secured Liabilities

9.5 Possession

If the Security Agent, any Receiver or any Delegate takes possession of any Charged Property it may go out of possession at any time

10 Exclusion of Liability

10 1 *No obligation to recover*

None of the Security Agent, any Receiver or any Delegate is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Property whether or not it is in possession of the relevant Charged Property

10 2 *Liability as mortgagee in possession*

If the Security Agent, any Receiver or any Delegate takes possession of any Charged Property, it will not be liable to account to the Chargor for anything except actual receipts or be liable to the Chargor for any loss arising from any realisation of any Charged Property or for any default or omission for which a receiver or mortgagee in possession would be liable

10 3 *Losses on enforcement*

No Secured Party will be liable to the Chargor for any loss or damage arising from

- (a) any sale of any Charged Property,
- (b) any act, default or omission of any Secured Party in relation to any Charged Property, or
- (c) any exercise or non-exercise by any Secured Party of any power conferred upon it in relation to any Charged Property under this deed or by the LPA,

unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of such Secured Party

11. Reimbursement and Indemnity

11 1 *Indemnity to the Security Agent*

The Chargor shall promptly indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability (including any liability under any Environmental Law) incurred by any of them

- (a) as a result of
 - (i) the taking, holding, protection or enforcement of the Security constituted by this deed,
 - (ii) the exercise of any of the rights, powers, discretions and remedies vested in the Security Agent and each Receiver and Delegate by this deed or by law, or
 - (iii) any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this deed, or
- (b) which otherwise relates to any of the Charged Property or the performance of the terms of this deed (otherwise than as a result of its fraud, gross negligence or wilful misconduct)

11 2 *Priority of Indemnity*

The Security Agent and every Receiver and Delegate may, in priority to any payment to the other Secured Parties, indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in clause 11 1 (Indemnity to the Security Agent) and shall have a lien on the Security constituted by this deed and the proceeds of enforcement of the Security constituted by this deed for all moneys payable to it

11 3 *Security Agent's Management Time*

Any amount payable under this deed to the Security Agent by the Chargor by way of indemnity or reimbursement in respect of any cost, loss or liability incurred by the Security Agent shall include the cost of utilising the Security Agent's management time or other resources and will be calculated on the basis of such reasonable daily or hourly rates as the Security Agent may notify to the Chargor

12. Application of Proceeds

12 1 *Order of application*

Subject to clause 12 2 (Prospective liabilities) and to claims having priority to the Security created by this deed and by way of variation to the provisions of the LPA, all amounts from time to time received or recovered by the Security Agent in connection with the realisation or enforcement of all or any part of the Security constituted by this deed (for the purposes of this clause the "**Recoveries**") shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this clause), in the following order

- (a) in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of this deed and of all outgoings properly payable by any Secured Party,
- (b) in payment of remuneration to any Receiver,
- (c) for application in accordance with clause 30 5 (Partial Payments) of the Loan Agreement, and
- (d) the balance (if any) will be applied as required by law

12 2 *Prospective liabilities*

The Security Agent may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Security Agent (or at its option the name of any other Finance Party any of whose Secured Liabilities are at that time still contingent) with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) for later application under clause 12 1 (Order of Application) in respect of

- (a) any sum owing to the Security Agent, any Receiver or any Delegate, and
- (b) any part of the Secured Liabilities,

that the Security Agent reasonably considers, in each case, might become due or owing at any time in the future

12.3 Investment of proceeds

Prior to the application of the proceeds of the Recoveries in accordance with clause 12.1 (Order of Application) the Security Agent may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Security Agent's discretion in accordance with clause 12.1 (Order of Application)

12.4 Currency Conversion

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Security Agent may convert any moneys received or recovered by the Security Agent from one currency to the currency in which the Secured Liabilities are denominated, at a market rate of exchange
- (b) The Secured Liabilities shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion

12.5 Permitted Deductions

The Security Agent shall be entitled, in its discretion

- (a) to set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this deed, and
- (b) to pay all Taxes which may be assessed against it in respect of any of the Charged Property, or as a consequence of performing its duties, or by virtue of its capacity as Security Agent under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under the Loan Agreement)

13. Protection of Persons Dealing with Security Agent Receiver or Delegate

No person dealing with the Security Agent or any Receiver or Delegate will be concerned to enquire

- (a) whether any event has happened upon which any of the powers conferred by this deed may have arisen or be exercisable,
- (b) otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers, or
- (c) whether any Secured Liabilities remain owing

14. Notice of Subsequent Charge

If any Finance Party receives notice of any Security or other interest affecting any Charged Property

- (a) it may open a new account for the Chargor in its books and may transfer any outstanding balance owing by the Chargor to such new account,

- (b) if it does not open a new account then, unless it gives express written notice to the contrary to the Chargor, all payments made by the Chargor to it will as from the time of receipt of such notice be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities

15. Further Assurance

When required by the Security Agent or any Receiver the Chargor shall, at its own cost

- (a) following the occurrence of an Event of Default which is continuing execute a transfer of any Investments into the name of the Security Agent or a nominee of the Security Agent or a purchaser from the Security Agent or a nominee of such purchaser,
- (b) execute any documents or do any other thing which the Security Agent or any Receiver may require for perfecting or protecting any Security created by this deed or in connection with the exercise of any powers given to the Security Agent or any Receiver under this deed, and
- (c) following the occurrence of an Enforcement Event convey, transfer, assign or otherwise deal with any Charged Property in such manner as the Security Agent or any Receiver may require in connection with any enforcement of any Security created by this deed

16. Power of Attorney by Chargor

16 1 Subject to paragraph 16 2 below, the Chargor irrevocably and by way of security appoints each of the Security Agent, any person selected by the Security Agent and any Receiver its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to execute any document or do any act or thing which

- (a) the Chargor is entitled to execute or do in relation to the Charged Property including
 - (i) the exercise of voting rights in respect of the Investments (but in the case of the Security Agent only to the extent that the Security Agent is entitled to exercise such voting rights under clauses 3 7(b) and 3 7(c)),
 - (ii) executing or completing any transfer in respect of the Investments,
 - (iii) giving a receipt for any money and exercising any rights or remedies forming part of the Charged Property, or
- (b) the Chargor is obliged to execute or do under this deed

16 2 The powers granted in (a) above shall take effect upon the date of this deed, but may only be exercised by the Security Agent, any person selected by the Security Agent, or any Receiver after the Security created by this deed becomes enforceable in accordance with clause 8 (Enforcement of Security) or where the Chargor has failed to do anything which the Chargor is obliged to do under this deed

17. Protective Provisions

17 1 *Waiver of defences*

The obligations of the Chargor under this deed and the security constituted by this deed will not be affected by an act, omission, matter or thing which, but for this clause, would reduce, release or prejudice any of such obligations or security including (whether or not known to it or any Secured Party)

- (a) any time, waiver or consent granted to, or composition with, any other Obligor or other person,
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor,
- (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 property of, any other 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 any other Obligor or any other person,
- (e) any amalgamation, merger or reconstruction of any Secured Party with any other person or any sale or transfer of the whole or any part of the assets of any Secured Party to any other person,
- (f) the existence of any claim, set-off or other rights which any other Obligor may have at any time against any Secured Party, whether in connection with the Finance Documents or otherwise,
- (g) any novation, amendment (however fundamental) or replacement of a Finance Document or any other document or security,
- (h) any obligation of any person under any Finance Document or any other document or security being Unenforceable, or
- (i) any insolvency or similar proceedings

17 2 *Chargor Intent*

Without prejudice to the generality of clause 17 1 (Waiver of Defences), the Chargor expressly confirms that it intends that the security created by this deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following acquisitions of any nature, increasing working capital, enabling investor distributions to be made, carrying out restructurings, refinancing existing facilities, refinancing any other indebtedness, making available acceptance credit facilities, note purchase facilities, guarantee, stand-by or documentary credit issuance facilities, making facilities available to new borrowers, any other variation or extension of the purposes for which any such facility or amount might be made available from time to time, and any fees, costs and/or expenses associated with any of the foregoing

17.3 *Immediate recourse*

The Chargor waives any right it may have of first requiring any Secured Party to proceed against or enforce any other rights or security or claim payment from any person before enforcing the security constituted by this deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

17.4 *Appropriations*

Until the Secured Liabilities have been irrevocably paid in full, the Security Agent may

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by the Security 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 the Chargor shall not be entitled to the benefit of the same, and
- (b) hold in an interest-bearing suspense account any money received under this deed

17.5 *Deferral of Chargor's rights*

Until the Secured Liabilities have been irrevocably paid in full and unless the Security Agent otherwise directs, the Chargor will not exercise any rights which it may have by reason of the enforcement of this deed

- (a) to be indemnified by the Borrower,
- (b) to claim any contribution from any other Obligor or any other person in respect of any obligations of that person 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 any Secured Party under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party,
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Chargor has given security under this deed,
- (e) to exercise any right of set-off against any Obligor, and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Secured Party

17.6 *Turnover*

If the Chargor receives any benefit, payment or distribution in relation to the rights referred to in clause 17.5 (Deferral of Chargor's rights) it shall hold that benefit, payment or distribution to the extent necessary to enable the Secured Liabilities to be repaid in full on trust for the Security Agent and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application as provided in clause 12 (Application of Proceeds)

18. Discharge of Security

18 1 *Discharge conditional*

Any discharge of the Chargor by the Security Agent in reliance on a payment or security received by the Security Agent will cease to be effective if that payment or security is avoided, reduced or invalidated for any reason and the Security Agent will be entitled to recover from the Chargor on demand the amount of the Secured Liabilities discharged by such payment or security

18 2 *Retention of security*

Following any discharge of the Chargor made by the Security Agent in reliance on a payment or security the Security Agent may retain the security constituted by this deed (and all documents of title or other documents necessary to protect such Security) until the expiry of the maximum period within which such payment or security can be avoided, reduced or invalidated for any reason. If the person making such payment or giving such security goes into liquidation or administration or equivalent proceedings in any foreign jurisdiction within that period the Security Agent may retain the security constituted by this deed for as long as it thinks fit

19. Redemption

If the Security Agent determines in accordance with the Loan Agreement that all of the Secured Liabilities have been fully and finally discharged and none of the Secured Parties is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Finance Documents the Security Agent shall release

- (a) without recourse or warranty, all of the Security constituted by this deed, and
- (b) the rights of the Security Agent under this deed

20. Default Interest

Any sum payable by the Chargor under this deed will bear interest from the date on which it is due or if payable on demand from the date of demand until payment (both before and after judgment) at the Default Rate as calculated and compounded from time to time in accordance with the Loan Agreement (provided no interest is accruing under clause 8 3 (Default interest) of the Loan Agreement in respect of such sum)

21 Notices

21 1 *Communications in writing*

Any communication to be made under or in connection with this deed shall be made in writing and, unless otherwise stated, may be made by fax or letter

21 2 *Addresses*

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with this deed is

- (a) in the case of the Chargor

Address New Court
St Swithin's Lane
London EC4N 8AL

Fax number +44 (0)20 7929 4219

For the attention of Peter Barbour

(b) in the case of the Security Agent

Address Henrietta House
Henrietta Place
London W1G 0NB

Fax number +44(0)207 182 2198

For the attention of Gerard Nation

or any substitute address, fax number or department or officer as the Chargor may notify to the Security Agent (or the Security Agent may notify to the Chargor, if a change is made by the Security Agent) by not less than five Business Days' notice. In the case of the Chargor, the address of its registered office or of any place where it carries on business shall also be addresses of Chargor for the purpose of this clause

21.3 *Delivery*

(a) Any communication or document made or delivered by the Security Agent on the Chargor under or in connection with this deed will be effective

(i) if left at an address referred to in this clause, when so left,

(ii) if posted by first class post to an address referred to in this clause, on the next working day in the place of receipt following the day when it was posted,

(iii) if transmitted by fax to a fax number referred to in this clause, when the sending fax machine produces a print out which confirms that transmission has taken place

(b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer specified above (or any substitute department or officer as the Security Agent shall specify for this purpose)

21.4 *English language*

Any notice given under or in connection with this deed must be in English. All other documents provided under or in connection with this deed must be

(a) in English, or

(b) if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document

22. Changes to the parties

22 1 Agent

The Security Agent may assign or transfer the rights and interests of the Security Agent under or in connection with this deed to any successor to the Security Agent

22 2 Chargor

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

22 3 Disclosure

Any Finance Party may disclose any information about the Chargor to any person connected to or associated with it, and to any person to whom it proposes to assign or transfer (or has assigned or transferred) any of its rights under any Finance Document

23 Tax Gross-up

23 1 The Chargor shall make all payments to be made by it under this deed without any deduction or withholding for or on account of Tax (a "**Tax Deduction**") unless a Tax Deduction is required by law

23 2 The Chargor shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Security Agent accordingly

23 3 If a Tax Deduction is required by law to be made by the Chargor, the amount of the payment due from the Chargor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required

23 4 If the Chargor is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law

23 5 Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Chargor shall deliver to the Agent evidence satisfactory to the Security Agent that the Tax Deduction has been made or (as applicable) any appropriate payment has been paid to the relevant taxing authority

24. Set-off

The Security Agent may set off any obligation whether or not matured due from the Chargor under this deed against any obligation whether or not matured owed by the Security Agent to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Agent may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off

25. Miscellaneous

25 1 Trust

The Security Agent holds the benefit of this deed as trustee for the Secured Parties on the terms set out in the Loan Agreement

25 2 Incorporation

Clauses 2 3 (Finance Parties Rights and Obligations), 26 (Role of the Agent, the Security Agent and the Arranger), 30 (Payment Mechanics), 34 (Partial Invalidity), 35 (Remedies and Waivers), 36 (Amendments and Waivers) and 38 (Counterparts) of the Loan Agreement shall be deemed to be incorporated into this deed

25 3 Third Party Rights

- (a) Unless expressly provided to the contrary, a person who is not a party to this deed 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 this deed, the consent of any person other than the Chargor and the Security Agent is not required to rescind or vary this deed at any time
- (c) A Secured Party may, subject to this clause 25 3 and the Third Parties Act, rely on any provision of this deed which expressly confers rights on it

25 4 Continuing Security

This deed is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of the Secured Liabilities

25 5 Other Security

This deed is in addition to and will not in any way be prejudiced or affected by the holding or release by the Security Agent or any other person of any other security at any time held by the Security Agent

25 6 Consolidation

The restrictions on the right of consolidating mortgage securities contained in s 93 of the LPA will not apply to this deed

26 Law

This deed and any non-contractual obligations arising out of or in connection with this deed shall be governed by English law

27 Jurisdiction

27 1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed and a dispute regarding a non-contractual obligation referred to in clause 26 (Law)) (a "Dispute")

- (b) The Security Agent and the Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes. The Chargor will not argue to the contrary.
- (c) This clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

This deed has been executed and delivered as a deed by the Chargor and signed on behalf of the Security Agent on the date shown at the beginning of this deed.

EXECUTION PAGE

THE CHARGOR

EXECUTED by N.M. ROTHSCHILD)
& SONS LIMITED)
acting by a director)
in the presence of)

afda

Director

Print name

A. J. ALT

Position

DIRECTOR

Witness signature

Karen Mould

Witness name

KAREN MOULD

Address

*24a HIGH BEECH RD
LOUGHTON IG10 4BL*

SECURITY AGENT

SIGNED for and on behalf of)
CBRE LOAN SERVICING LIMITED)

EXECUTION PAGE

THE CHARGOR

EXECUTED by N.M. ROTHSCHILD)
& SONS LIMITED)
acting by a director)
in the presence of)

Director

Print name

Position

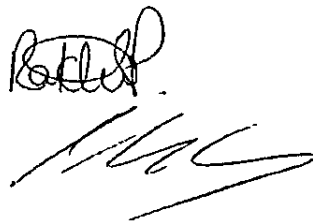
Witness signature

Witness name

Address

SECURITY AGENT

SIGNED for and on behalf of)
CBRE LOAN SERVICING LIMITED)



PAUL LEWIS
SENIOR DIRECTOR