



Registration of a Charge

Company Name: **RIVER'S EDGE ESTATES LIMITED**

Company Number: **01043734**



Received for filing in Electronic Format on the: **21/04/2022**

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Details of Charge

Date of creation: **31/03/2022**

Charge code: **0104 3734 0270**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **LAND AT 23 KINGS KEEP, BEAUFORT ROAD, KINGSTON UPON THAMES, KT1 2HP WITH TITLE NUMBER SGL745966 AS MORE PARTICULARLY DESCRIBED IN PART 2 OF SCHEDULE 1 OF THE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **POLLY LOCKHART**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1043734

Charge code: 0104 3734 0270

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2022 and created by RIVER'S EDGE ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st April 2022 .

Given at Companies House, Cardiff on 28th April 2022

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**

We certify this document as a true copy of the original,
save for material redacted pursuant to section 859G
Companies Act 2006

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12/4/22

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EXECUTION VERSION

Dated

31 March

2022

- (1) THE COMPANIES LISTED IN SCHEDULE 1 PART 1 as Chargors
- (2) BARCLAYS BANK PLC

Security Agreement

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THIS SECURITY AGREEMENT is made on 31 March 2022

BETWEEN

- (1) **THE COMPANIES** listed in Schedule 1, Part 1 (*The Chargors*) (each a "**Chargor**" and together the "**Chargors**"); and
- (2) **BARCLAYS BANK PLC** as lender pursuant to the Facility Agreement (as defined below) (the "**Lender**").

WHEREAS

- (A) By a facility agreement dated 27 December 2018 and as amended and restated on 20 June 2019 (as amended from time to time) and made between (1) Dorrington Estates Limited as borrower (the "**Borrower**") and (2) Barclays Bank PLC as lender (the "**Facility Agreement**"), the Lender agreed to provide certain loan facilities to the Borrower on the terms set out in the Facility Agreement.
- (B) The provision of this Security Agreement is a condition precedent to the provision of additional charged properties under the Facility Agreement.
- (C) This document is the deed of each Chargor, even if it has not been duly executed by the Lender or has been executed by the Lender but not as a deed.

OPERATIVE PROVISIONS

1. INTERPRETATION

1.1 Terms defined in the Facility Agreement

Terms defined in the Facility Agreement but not in this Security Agreement shall have the same meaning in this Security Agreement as in the Facility Agreement.

1.2 This Security Agreement is a Security Agreement for the purposes of the Facility Agreement.

1.3 Definitions

In this Security Agreement:

"Associated Rights" means, in relation to any Mortgaged Property and asset associated with any Mortgaged Property, all Disposal Proceeds and/ or proceeds of sale of such Mortgaged Property and/ or asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such Mortgaged Property and/ or asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such Mortgaged Property and/ or asset, and any monies and proceeds paid or payable in respect of such Mortgaged Property and/ or asset (save in each case where such Mortgaged Property and/or asset associated with such Mortgaged Property has been released by the Lender in accordance with the terms of the Facility Agreement).

"Charged Contracts" means:

- (a) each building contract, consultant appointment, and collateral warranty in respect of the development, maintenance or management of any Property and any warranties and guarantees in respect of any Property, brief particulars of which are set out in Part 3 of Schedule 1 (*Charged Contracts*); and
- (b) any other document to which any Chargor is a party, which is designated as a Transaction Document (other than a Finance Document) in accordance with the Facility Agreement,

and where the context shall so require or permit any of such contracts or agreements and the expression "**Charged Contract**" shall also mean any one of such contracts or agreements.

"**Derivative Payment**" means, in relation to any Mortgaged Property and asset associated with any Mortgaged Property, any damages, compensation, remuneration, profit, bonus, royalties, fee, rent, income or other benefit which any Chargor may derive from or be awarded or entitled to in respect of such Mortgaged Property and/or asset.

"**Disposal Proceeds**" means in respect of the disposal of an interest in all or part of any Property (other than by way of an Occupational Lease) or the shares of Investment in accordance with clause 22.5 (*Disposals*) of the Facility Agreement, the gross consideration recoverable by the relevant Security Provider for that disposal (including compensation or damages received for any blight or disturbance affecting any Property) less reasonable costs and expenses associated with that disposal.

"**Event of Default**" means any event or circumstance specified as such set out in clause 24 (*Events of Default*) of the Facility Agreement.

"**Losses**" means losses, claim, demands, actions, proceedings, damages, and other payments, expenses and other liabilities of any kind save where they arise in the case of gross negligence or wilful misconduct on the part of the Lender or any Receiver (as applicable).

"**Mortgaged Properties**" has the meaning given to it in Clause 3.1 (*Land*), "**Mortgaged Property**" means any of them and any reference to one or more of the Mortgaged Properties includes all or any part of it or each of them.

"**Obligors**" means the Borrower and each of the Chargors and "**Obligor**" means any of them and any reference to the Obligors includes all or any of them;

"**Property**" means the property brief details of which are set out in Schedule 1, Part 2 (*The Property*) (and any other property which is from time to time designated in writing as forming part of the Property by the Lender and the Borrower) and any reference to the Property includes all or any part of it.

"**Receiver**" means any one or more receivers and/or managers of any or all of the Security Assets appointed pursuant to Schedule 3, Paragraph 3.1 (*Appointment of a Receiver*).

"**Relevant Assets**" has the meaning given to it in Schedule 4, Paragraph 1.2 (*Additional powers*).

"**Secured Liabilities**" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document.

"**Security Assets**" means the Mortgaged Properties and the other assets from time to time the subject of this Security Agreement, "**Security Asset**" means any of them and any reference to the Security Assets includes all or any of them.

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

1.4 **Construction**

1.4.1 Unless a contrary indication appears, any reference in this Security Agreement to:

- 1.4.1.1 **assets** includes present and future properties, revenues and rights of every description;
- 1.4.1.2 a **Clause, Section or Schedule** is to a clause or section of or a schedule to this Security Agreement (as the case may be) and any reference in a Schedule to a **Paragraph** is to a paragraph of that Schedule;
- 1.4.1.3 **this Security Agreement** includes the Schedules, which form part of this Security Agreement for all purposes;
- 1.4.1.4 a **disposal** includes a lease, licence, transfer, sale or other disposal of any kind;
- 1.4.1.5 a **Finance Document** or any other agreement or document is a reference to that Finance Document or other agreement or document as amended, novated, supplemented, extended or restated or replaced from time to time;
- 1.4.1.6 the masculine, feminine or neuter **gender** respectively includes the other genders and references to the **singular** include the plural (and vice versa);
- 1.4.1.7 **including** means "including without limitation" (with related words being construed accordingly), **in particular** means "in particular but without limitation" and other **general words** shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of assets, matters or things;
- 1.4.1.8 **indebtedness** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.4.1.9 a **person** includes any individual, firm, company or other corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of them and any reference to a **Chargor, the Lender, the Borrower** or to a **Party** includes its successors in title, permitted assignees and permitted transferees;
- 1.4.1.10 **pounds, sterling and £** is to the lawful currency from time to time of the United Kingdom;
- 1.4.1.11 a **provision of law** is to that provision as amended, re-enacted or replaced from time to time and includes any subordinated legislation in force under it from time to time;
- 1.4.1.12 a **regulation** includes any regulation, rule, official directive, notice, request, code of practice, guideline, demand or decision (in each case whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.4.1.13 a **right** includes any estate, interest, claim or other right of any kind, both present and future; and
- 1.4.1.14 a **time of day** is to London time.

- 1.4.2 The Index and Section, Clause, Schedule and Paragraph headings are for ease of reference only and shall not affect the meaning of this Security Agreement.
- 1.4.3 Unless a contrary indication appears, a term used in any other Finance Document or in any communication given under or in connection with any Finance Document has the same meaning in that Finance Document or communication as in this Security Agreement.
- 1.4.4 A Default is "**continuing**" if it has not been remedied to the satisfaction of the Lender or waived and an Event of Default is "**continuing**" if it has not been waived.

1.5 Third party rights

- 1.5.1 Unless expressly provided to the contrary in this Security Agreement a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 (the "**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Security Agreement.
- 1.5.2 Notwithstanding any term of this Security Agreement, the consent of any person who is not a Party to this Security Agreement is not required to rescind or vary this Security Agreement at any time.
- 1.5.3 Any Receiver, Delegate or any person described in Clause 27.2.1 (*Exclusion of liability*) may, subject to this Clause 1.5 and the Third Parties Act, rely on any clause of this Security Agreement which expressly confers rights on it.

1.6 Incorporation

For the purposes of s2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of any Finance Document to which the Lender and any Chargor are parties (other than this Security Agreement) are incorporated in this Security Agreement.

1.7 Inconsistency

If there is any inconsistency between the terms of this Security Agreement and those of the Facility Agreement, the terms of the Facility Agreement shall prevail.

2. COVENANT TO PAY

2.1 Covenant to pay

Each Chargor hereby, as primary obligor and not merely as surety, covenants with the Lender that it shall pay or discharge each of the Secured Liabilities on demand as the same become due at the time and in the manner provided in the relevant Finance Document for their payment or discharge by the relevant Obligor.

2.2 Limited Recourse

Notwithstanding Clause 2.1 (*Covenant to pay*) and any other provision of this Security Agreement:

- 2.2.1 the liability of each Chargor to the Lender under this Security Agreement shall be:
 - 2.2.1.1 limited in aggregate to an amount equal to that recovered by the Lender as a result of the enforcement of this Security Agreement with respect to the Security Assets; and
 - 2.2.1.2 satisfied only from the proceeds of sale or other disposal or realisation of the Security Assets pursuant to this Security Agreement; and

2.2.2 the Lender shall not have any recourse under this Clause 2.2 (*Limited Recourse*) to any assets of the Chargors other than the Security Assets.

2.3 Further advances

This Security Agreement is made to secure any further advances or other facilities made available by the Lender under the Finance Documents; but it does not create any obligation on the Lender to make any further advances or other facilities available.

3. SECURITY

3.1 Land

As security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Lender by way of first legal mortgage all of its rights as at the date of this Security Agreement in the Property (the "**Mortgaged Properties**") in each case together with all of its rights in all buildings, structures, erections, fixtures and fittings (including trade fixtures and fittings) from time to time on any of the Mortgaged Properties.

3.2 Fixed charges

As security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Lender by way of first fixed charge:

3.2.1 **First fixed charges in respect of Rental Income** - to the extent that such Rental Income is incapable for any reason of being effectively assigned pursuant to Clause 3.3.2 but is capable of being effectively charged, by way of first fixed charge any Rental Income;

3.2.2 **First fixed charges in respect of Insurances** - to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.3.3 but are capable of being effectively charged, by way of first fixed charge, the Insurances and all Insurance Proceeds either now or in the future held by or payable to it or in which it otherwise has an interest (to the extent of such interest);

3.2.3 **First fixed charge on contracts** - to the extent that they do not fall within any other provision of this Clause 3.2 (*Fixed Charges*) and are not effectively assigned under Clause 3.3.1, by way of first fixed charge all of its respective rights under each agreement or document relating to the Property to which it is a party;

3.2.4 **First fixed charges in respect of Derivative Payments** - to the extent that such Derivative Payments are incapable for any reason of being effectively assigned pursuant to Clause 3.3.4 but are capable of being effectively charged, by way of first fixed charge the right to recover and receive all Derivative Payments which may at any time become payable to the Chargor;

3.2.5 **Chattels:** all of its rights in any plant, machinery, vehicles, equipment and other chattels (but excluding its stock-in-trade) which are located or usually located at any Mortgaged Property;

3.2.6 **First fixed charge on other Associated Rights** - by way of first fixed charge, the benefit of all Associated Rights relating to any of its respective assets in relation to any Mortgaged Property, in each case to the extent that such Associated Rights are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to this Security Agreement; and

3.2.7 **Other documents:** all of its rights in any agreements, reports and other documents from time to time relating to all or any part of the Security Assets.

3.3 Assignments by way of security

As further continuing security for the payment of the Secured Liabilities, each Chargor assigns absolutely to the Lender all (if any) its right, title and interest in and to the following assets (to the extent such assets are capable of assignment):

- 3.3.1 **Charged Contracts** - the Charged Contracts and the benefit of any Derivative Payment in respect of the Charged Contracts;
- 3.3.2 **Rental Income** - any Rental Income;
- 3.3.3 **Insurances and Insurance Proceeds** - the Insurances and the benefit of all Insurance Proceeds; and
- 3.3.4 **Associated Rights and Derivative Payments** - any Associated Rights or Derivative Payment which are not the subject of a valid fixed charge pursuant to Clause 3.2 (*Fixed charges*) of this Security Agreement or valid assignment pursuant to Clauses 3.3.1 to 3.3.3 and which relate to any of the assets of any Chargor in relation to any Mortgaged Property, whether or not such assets are subject to a valid legal mortgage, fixed charge or assignment pursuant to this Security Agreement.

3.4 Notice of charge or assignment

- 3.4.1 Each Chargor shall, promptly give notice of each charge or assignment of all (if any) its right, title and interest in and to:
 - 3.4.1.1 the Insurances and Insurance Proceeds (other than such Insurances in respect of any leasehold Property owned by a Chargor which are administered by the landlord of such leasehold Property), by sending a notice in the form of Part 1 of Schedule 5 (*Notices*) (with such amendments as the Lender may agree and/or require) duly completed to each of the other parties to the Insurances; and
 - 3.4.1.2 the Charged Contracts other than the Charged Contracts listed at 1 and 2 of Part 3 of Schedule 1 (*Charged Contracts*), by sending a notice in the form of Part 2 of Schedule 5 (*Notices*) (with such amendments as the Lender may agree and/or require) duly completed to each of the other parties to the Charged Contracts.
- 3.4.2 With respect to the Charged Contracts listed at 1 of Part 3 of Schedule 1 (*Charged Contracts*), the Chargors shall, promptly following an Event of Default or otherwise at the Lender's request, give notice of each charge or assignment of all (if any) its right, title and interest in and to such Charged Contracts, by sending a notice in the form of Part 2 of Schedule 5 (*Notices*) (with such amendments as the Lender may agree and/or require) duly completed to each of the other parties to the Charged Contracts.
- 3.4.3 The Chargors shall use its reasonable endeavours to procure that each such other party delivers an acknowledgement to the Lender in the form of the acknowledgement of notice endorsed on a copy of the relevant notice as set out in Part 1 or Part 2 of Schedule 5 (*Notices*).

3.5 Exercise of rights under Charged Contracts

- 3.5.1 Whilst no Event of Default exists and is continuing, the Lender shall permit the Chargors to exercise its rights under any of the Charged Contracts to which it is party, provided that the exercise of those rights in the manner proposed would not result in an Event of Default.

- 3.5.2 Where an Event of Default exists and is continuing, the Chargors shall, if requested by the Lender, exercise its rights under the Charged Contracts only in accordance with the instructions of the Lender.

4. REPRESENTATIONS AND WARRANTIES

Each Chargor makes the representations and warranties set out in this Clause 4 to the Lender on the date of this Security Agreement by reference to the facts and circumstances existing on that date and, save for the representation described in Clause 4.8, further on the date of each Utilisation Request, on each Utilisation Date and the first day of each Interest Period by reference to the facts and circumstances existing at each such later date PROVIDED THAT in respect of the representation in Clause 4.10.2 only, not on the date of a Utilisation Request or on the Utilisation Date relating to a Rollover Loan (as referred to in clause 4.2 (Further Conditions precedent) of the Facility Agreement):

- 4.1 **Status** - Each Chargor is a limited liability corporation, duly incorporated and validly existing under the law of its Relevant Jurisdiction. Each Chargor has the power to own its assets and carry on its business as it is being conducted.
- 4.2 **Binding obligations** - The obligations expressed to be assumed by it in this Security Agreement are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.
- 4.3 **Non-conflict with other obligations** - The entry into and performance by it of, and the transactions contemplated by, this Security Agreement and the granting of this Security Agreement do not and will not conflict with:
- 4.3.1 any law or regulation applicable to it;
- 4.3.2 its constitutional documents; or
- 4.3.3 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.
- 4.4 **Power and authority** - It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Security Agreement and the transactions contemplated by this Security Agreement. No limit on its powers will be exceeded as a result of the grant of security or giving of guarantees or indemnities contemplated by this Security Agreement.
- 4.5 **Validity and admissibility in evidence** - All Authorisations required or desirable to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Security Agreement and to make this Security Agreement admissible in evidence in its Relevant Jurisdiction have been obtained or effected and are in full force and effect. All Authorisations necessary for the conduct of the business, trade and ordinary activities of the Chargors have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations has or is reasonably likely to have a Material Adverse Effect.
- 4.6 **Governing law and enforcement** - Subject to the Legal Reservations, the choice of English law as the governing law of the Finance Documents to which it is a party will be recognised and enforced in its Relevant Jurisdiction. Subject to the Legal Reservations, any judgment obtained in England in relation to a Finance Document to which it is a party will be recognised and enforced in its Relevant Jurisdictions.
- 4.7 **Deduction of Tax** - No Rental Income payable to a Chargor is subject to a requirement to make a deduction or withholding for or on account of Tax from that Rental Income.
- 4.8 **VAT** - no Chargor has opted to tax any Property under Part 1 of Schedule 10 of the Value Added Tax Act 1994.

- 4.9 **Tax** – Each Chargor has duly and punctually paid all material Taxes applicable to, or imposed on or in relation to its business, its assets or otherwise and it is not materially overdue in the filing of any tax returns or filings. No claims or investigations are being made or conducted against it in respect of Taxes. Each Chargor is resident for Tax purposes only in its Relevant Jurisdiction and it does not have a branch, agency, permanent representative or permanent establishment in any other jurisdiction.
- 4.10 **No default** –
- 4.10.1 No Event of Default has occurred or is continuing or might reasonably be expected to result from the execution or the performance of this Security Agreement; and
- 4.10.2 No other 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 a termination event (however described) under any other agreement or instrument which is binding on it or to which any of its assets are subject which has or is reasonably likely to have a Material Adverse Effect.
- 4.11 **Commercial benefit** – It enters into this Security Agreement in good faith and for the purposes of the promotion of the success of its business and it has given due consideration to the terms and conditions of the Finance Documents and of this Security Agreement and has satisfied itself that there are reasonable grounds for believing that by executing this Security Agreement it will derive commercial benefit.
- 4.12 **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, might reasonably be expected 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 it.
- 4.13 **Title to Property** – The Chargor named as beneficial and/ or legal owner of each Property in Part 2 of Schedule 1 (*The Property*) has good and marketable title to that Property in each case free from Security (other than those created by or pursuant to any Security Document) and restrictions and onerous covenants (other than those set out in the Property Report in relation to that Property).

From the Utilisation Date except as disclosed in the Property Report relating to a Property:

- 4.13.1 no breach of any law, regulation or covenant is outstanding which has or would be reasonably likely to have a Material Adverse Effect;
- 4.13.2 there is no covenant, agreement, stipulation, reservation, condition, interest, right, easement or other matter whatsoever affecting that Property which has or is reasonably likely to have a Material Adverse Effect;
- 4.13.3 nothing has arisen or has been created or is outstanding which would be an overriding interest, or an unregistered interest which overrides first registration or a registered disposition, over that Property which has or is reasonably likely to have a Material Adverse Effect;
- 4.13.4 no facility necessary for the enjoyment and use of any Property (including those necessary for the carrying on of its business at the Property) is enjoyed by any person on terms entitling any person to terminate or curtail its use where such termination or curtailment has or is reasonably likely to have a Material Adverse Effect;
- 4.13.5 the relevant Chargor has not received any notice of any adverse claim by any person in respect of the ownership of that Property or any interest in it which might reasonably be expected to be determined in favour of that person.

(where any such adverse claim has or is reasonably likely to have a Material Adverse Effect), nor has any acknowledgement been given to any such person in respect of that Property in respect of any matter that has or is reasonably likely to have a Material Adverse Effect; and

4.13.6 that Property is held by the relevant Chargor free from any lease or licence (other than those entered into in accordance with this Security Agreement).

4.14 **Ranking of Security** – the security conferred by this Security Agreement will constitute a first priority security interest of the type described, over the assets referred to, in this Security Agreement in each case and those assets are not subject to any prior or pari passu Security.

4.15 **Insolvency** - No corporate action, legal proceedings or other procedure or step described in clause 24.7 (*Insolvency proceedings*) of the Facility Agreement or creditors' process described in clause 24.8 (*Creditors' process*) of the Facility Agreement has been taken or, to the knowledge of the Chargors threatened; and none of the circumstances described in clause 24.6 (*Insolvency*) of the Facility Agreement apply.

4.16 **Centre of main interests** - For the purposes of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the "**Regulation**"), its centre of main interest (as that term is used in Article 3(1) of the Regulation) is situated in England and Wales.

5. COVENANTS

The Chargors covenant with (and where stated, represent and warrant to) the Lender as set out in Schedule 2 (*Covenants*).

6. ENFORCEMENT

The Lender and a Receiver shall have the powers set out in Schedule 3 (*Enforcement*) and a Receiver shall have the further powers set out in Schedule 4 (*Receiver's further powers*).

7. CONTINUING SECURITY

7.1 Continuing security

This Security Agreement is a continuing security and shall secure the ultimate balance of the Secured Liabilities, notwithstanding:

7.1.1 intermediate payment or discharge of all or part of the Secured Liabilities to the Lender;

7.1.2 the liquidation or other incapacity of any of the Chargors or any change in the constitution, name or style of any of them;

7.1.3 any change in the constitution, name or style of the Lender, its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person; or

7.1.4 any other event, matter or thing.

7.2 Additional to other rights

This Security Agreement is in addition to (and shall not merge with, otherwise prejudice or affect or be prejudiced or affected by) any other remedy, guarantee, indemnity, Security or other right which may be or have been created (by one or more of the Chargors or otherwise) in favour of the Lender. Accordingly, the liability of the Chargors under this Security Agreement shall not be prejudiced or affected by, and this Security Agreement may be enforced notwithstanding:

- 7.2.1 the existence or invalidity of all or any of those rights; and
- 7.2.2 the Lender at any time exchanging, releasing, varying, abstaining from perfecting or enforcing or otherwise dealing or omitting to deal with all or any of those rights.

8. THIRD PARTY PROTECTION

No purchaser, mortgagee or other person dealing with the Lender or a Receiver shall be concerned;

- 8.1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged or whether the power which the Lender or a Receiver is purporting to exercise has become exercisable; or
- 8.2 to see to the application of any money paid to the Lender or to a Receiver.

9. COSTS AND EXPENSES

The Chargors shall indemnify the Lender and any Receiver fully (and in the case of legal costs and expenses on a solicitor and own client basis) within 3 days of demand against all Losses incurred by (or made or brought against) it or him (or any manager or agent appointed by it or him):

- 9.1 as a result of any failure by a Chargor to perform any of its obligations under this Security Agreement;
- 9.2 in the exercise of any of the powers or other rights conferred by this Security Agreement; or
- 9.3 in respect of any other matter or thing done or omitted relating to the Security Assets, together in each case with interest calculated, on a daily basis from the date it is incurred or becomes payable by the Lender or the Receiver, under the terms of the Facility Agreement as if it were an overdue sum in accordance with clause 8.3 of the Facility Agreement.

10. ASSIGNMENT AND TRANSFER

10.1 Assignments and transfers by the Lender

The rights and obligations of the Lender under this Security Agreement may be assigned and transferred by the Lender to any other person other than an individual.

10.2 Assignments and transfers by the Chargors

No Chargor may assign any of its rights or transfer any of its obligations under this Security Agreement.

11. THE CHARGORS

11.1 References to the Chargors

Unless a contrary indication appears, any reference in this Security Agreement to the Chargors includes a reference to any one or more of them as well as a reference to all of them.

11.2 Joint and several liability

Each representation, warranty, covenant and other obligation given or entered into by the Chargors in or pursuant to this Security Agreement is given or entered into by them jointly and severally.

11.3 Chargor's liability not discharged

The liability of a Chargor under this Security Agreement in respect of any Secured Liability shall not be discharged or otherwise prejudiced or affected by:

- 11.3.1 any present or future remedy, guarantee, indemnity, Security or other right held by or available to the Lender being or becoming wholly or in part void, voidable or unenforceable on any ground;
- 11.3.2 the Lender from time to time exchanging, releasing, varying, abstaining from perfecting or enforcing or otherwise dealing or omitting to deal with all or any of the rights referred to in Clause 11.3.1;
- 11.3.3 the Lender compounding with, discharging, releasing or varying the liability of any Obligor or any other person or granting any time, indulgence or concession to any Obligor or any other person;
- 11.3.4 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any Obligor or any other person; or
- 11.3.5 any other act or omission which would not have discharged or otherwise prejudiced or affected the liability of the Chargor had it been primary obligor or by anything done or omitted which but for this provision might operate to discharge or otherwise prejudice or affect that liability.

11.4 Chargor as primary obligor

Subject to Clause 2.2 (*Limited Recourse*), if any of the Secured Liabilities (or any purported obligation or liability of an Obligor which if valid would have been a Secured Liability) are disclaimed or are not or cease to be valid or enforceable against the relevant Obligor on any ground (whether or not known to the Lender), then each Chargor (other than the relevant Obligor, if a Chargor) shall nevertheless be liable to the Lender in respect of that purported obligation or liability as if it were the fully valid and enforceable primary obligation of each Chargor (other than the relevant Obligor, if a Chargor).

11.5 Chargor as trustee

Each Chargor shall:

- 11.5.1 hold on trust for the Lender any Security from time to time held by it from the Borrower or any other person in respect of the Secured Liabilities and (if so required by the Lender) forthwith deposit with or (only insofar as each Chargor is able to do so) assign or charge to the Lender that Security;
- 11.5.2 (and does by this Security Agreement) waive the exercise of all rights of subrogation and indemnity which it may have against the Borrower and each other Obligor until such time as the Secured Liabilities are discharged in full or the Lender otherwise consents to their exercise;
- 11.5.3 If so requested by the Lender, exercise any right of proof in the bankruptcy or liquidation of the Borrower or any other Obligor or any right of contribution from a co-guarantor;

11.5.4 hold any money or other assets received in respect of those rights on trust for the Lender; and

11.5.5 subject to Clause 11.5.3, not take any step to claim or enforce any right against or in respect of the Borrower, any other Obligor or (after an Event of Default which is continuing) any other person relating to the Secured Liabilities.

11.6 Immediate recourse

Each Chargor waives any right it may have of requiring the Lender to enforce any other Security or other right, or to claim any payment from or otherwise proceed against any other person, before enforcing this Security Agreement against it.

12. FACILITY AGREEMENT PROVISIONS

Clauses 29 (*Payment Mechanics*), 31 (*Notices*) and 36 (*Confidentiality*) of the Facility Agreement shall apply to this Security Agreement as if they were set out in full again here with any changes which are necessary to fit this context.

13. COUNTERPARTS

This Security Agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute one and the same Instrument and any party may enter into this Security Agreement by executing a counterpart.

14. RELEASE

At the end of the Security Period or if any Security Asset is to be released in accordance with clauses 22.5 (*Disposals*), 22.6 (*Release*), 22.10 (*Acquisitions and Substitutions*) of the Facility Agreement, the Lender must, at the request and cost of the Chargors, take whatever action is necessary to release the Security Assets from the Security created by this Security Agreement.

15. AMENDMENTS

Any term of this Security Agreement may be amended only with the prior written consent of all the parties to this Security Agreement.

16. GOVERNING LAW

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

17. ENFORCEMENT AND JURISDICTION

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Security Agreement (including a dispute relating to the existence, validity or termination of this Security Agreement or any non-contractual obligation arising out of or in connection with this Security Agreement) (a "**Dispute**").

The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

This Clause 17 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

The parties have shown their acceptance of the terms of this Security Agreement by executing it, in the case of each Chargor as a deed, at the end of the Schedules.

SCHEDULE 1

Part 1 The Chargors

Company Name	Registration number (or equivalent if any)
Dorrington Residential Limited	00561043
Dorrington Housing Limited	01067638
River's Edge Estates Limited	01043734
Dorrington (Knightsbridge) Properties Limited	00556601
Dorrington Developments Limited	00884227

Part 2
The Property

	Address	Mortgagor	Title Number	Freehold Leasehold	or	Quality of Title
1.	Second Floor Flat, 135 Ashmore Road, London W9 3DA	Dorrington Residential Limited (company number 00561043)	NGL950763	Leasehold		Title Absolute
2.	Culver Cottage, Bampton Road, Clanfield, Bampton OX18 2RG	Dorrington Residential Limited (company number 00561043)	ON205199	Freehold		Title Absolute
3.	20 Jesse Terrace, Reading RG1 7RT	Dorrington Residential Limited (company number 00561043)	BK453542	Freehold		Title Absolute
4.	Flat 90, Ivor Court, Gloucester Place, London NW1 6BP	Dorrington Residential Limited (company number 00561043)	NGL919262	Leasehold		Title Absolute
5.	23 Kings Keep, Beaufort Road, Kingston Upon Thames KT1 2HP	River's Edge Estates Limited (company number 01043734)	SGL745966	Leasehold		Title Absolute
6.	Flat 88, Overstrand Mansions, Prince Of Wales Drive, London SW11 4EU	Dorrington Residential Limited (company number 00561043)	TGL342783	Leasehold		Title Absolute
7.	Flat 20A, Prince of Wales Mansions, Prince of Wales Drive, London SW11 4BG	Dorrington Developments Limited (company number	TGL257896	Leasehold		Title Absolute

		00884227)			
8.	Flat 4, 58 Queens Gate Terrace, London SW7 5PJ	Dorrington Housing Limited (company number 01067638)	BGL120448	Leasehold	Title Absolute
9.	8 Queens Court, Queens Road, Richmond TW10 6LA	Dorrington (Knightsbridge) Properties Limited (company number 00556601)	TGL383836	Leasehold	Title Absolute
10.	Flat 1, Carlton House, 127-129 Cleveland Street, London W1T 6QD	Dorrington Residential Limited (company number 00561043)	NGL496648	Leasehold	Title Absolute
11.	1, Littleheath Farm Cottage, Steels Lane, Oxshott, Leatherhead KT22 0RX	Dorrington Residential Limited (company number 00561043)	SY831127	Freehold	Title Absolute
12.	66 Princedale Road, London W11 4NL	Dorrington Housing Limited (company number 01067638)	LN8953	Freehold	Title Absolute
13.	7 Old Deer Park Gardens, Richmond TW9 2TN	Dorrington Housing Limited (company number 01067638)	TGL318955	Freehold	Title Absolute
14.	Flat D, 43 Heath Rise, Kersfield Road, Putney, London SW15 3HF	Dorrington Residential Limited (company number 00561043)	TGL511180	Leasehold	Title Absolute
15.	5-11 Sandy Lane, Kingston Upon Thames KT1 4BB	Dorrington Housing Limited (company number 01067638)	TGL463258	Freehold	Title Absolute

Part 3

The Charged Contracts

	Brief description of Charged Contract	Date of Charged Contract	Parties to Charged Contract (Include addresses for service of notices of those parties who are not parties to this Deed)
	N/A	N/A	N/A

SCHEDULE 2

Covenants

1. NO SECURITY OR DISPOSALS

1.1 Negative pledge

1.1.1 No Chargor shall create or permit to subsist any mortgage, charge or other encumbrance (other than created under a Security Document) over any of the Security Assets.

1.1.2 Paragraph 1.1.1 above does not apply to any lien arising by operation of law and in the ordinary course of trading.

1.2 No disposals

No Chargor shall, without the Lender's consent, sell, dispose of or lease (by one or a series of transactions, whether related or not and whether voluntary or involuntary) all or any part of the Security Assets unless such disposal is in accordance with the terms of the Facility Agreement.

2. LEASES

2.1 Leases forming part of the Security Assets

No Chargor shall agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting its Security Assets which could reasonably be expected to be prejudicial to the Lender under the Finance Documents or do or allow anything to be done which would result in the determination, forfeiture, surrender or termination of any lease, underlease, tenancy or licence forming part of the Security Assets unless expressly permitted under the Facility Agreement.

2.2 Occupational Leases

No grant, agreement to grant or acceptance of a surrender of an Occupational Lease by a Chargor during the continuance of this Security Agreement shall have effect or force (by virtue of ss99 and 100 of the Law of Property Act 1925 or otherwise) unless expressly permitted by the Facility Agreement.

3. COVENANTS, LEGAL OBLIGATIONS AND PAYMENTS

Each Chargor shall:

3.1 with respect to matters affecting or arising from its title to the Property, exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting its Property where failure to do so could reasonably be expected to be prejudicial to the Lender under the Finance Documents;

3.2 with respect to matters affecting or arising from any Headlease, observe and perform all covenants and other obligations and matters (whether or not contained in any agreement or other document) from time to time affecting any of the Security Assets or their use or enjoyment where failure to do so could reasonably be expected to be prejudicial to the Lender under the Finance Documents;

3.3 without prejudice to the other provisions of this paragraph 3, perform all its respective obligations under the Charged Contracts in a diligent and timely manner, not make or agree to make any amendments or modifications to the Charged Contracts, nor waive

any of its rights under the Charged Contracts, nor exercise any right to terminate any of the Charged Contracts, except, in any case, in accordance with the terms of the Facility Agreement or otherwise with the prior written consent of the Lender and will promptly inform the Lender of any material disputes relating to the Charged Contracts;

- 3.4 promptly indemnify the Lender for any Losses incurred by it as a result of the breach by that Chargor of any covenant or other obligations or matters affecting the Property and/or any other Security Asset;
- 3.5 promptly inform the Lender if it becomes aware of any steps taken or proceedings commenced by any person with a view to obtaining forfeiture of or determining any lease, underlease, tenancy or licence comprised in the Security Assets;
- 3.6 comply with all (and not (insofar as that Chargor is able to do so) permit any breach of any) bye-laws, other laws and regulations (whether relating to planning, building or any other matter) affecting any of the Security Assets; and
- 3.7 pay (or procure the payment of) all rents, rates, material Taxes, charges, assessments, impositions and other outgoings of any kind which are from time to time payable (whether by the owner or the occupier) in respect of any of the Security Assets.

4. ENFORCEMENT OF RIGHTS

Each Chargor shall:

- 4.1 use all reasonable endeavours to procure prompt observance and performance by the relevant party of the covenants and other obligations imposed on the lessor in any lease, underlease, tenancy or licence comprised in the Security Assets and on the lessee in any Occupational Lease; and
- 4.2 use all reasonable endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Security Assets which the Lender may from time to time require taking into account the costs of such proceedings,

in each case at that Chargor's cost.

5. MANAGEMENT OF SECURITY ASSETS

Each Chargor shall (unless otherwise agreed in writing by the Lender and subject to the terms of the Lease Documents and to the extent they are not the responsibility of third party tenants or occupiers under a Lease Document), manage its Security Assets in a proper and efficient manner and in particular shall:

- 5.1 keep its Security Assets in good and substantial repair, condition and working order;
- 5.2 not without the prior written consent of the Lender make, permit or allow any alterations or additions of a material nature to any of its Security Assets or carry out any works of demolition on them other than in accordance with the terms of the Facility Agreement; and
- 5.3 not do, permit or allow to be done anything which could reasonably be expected to depreciate to any material extent, jeopardise or otherwise prejudice the security held by the Lender or the value of any of that Chargor's Security Assets and shall promptly inform the Lender of anything which occurs which might have that effect.

6. INSURANCE

6.1 Maintenance of insurance

Clause 23.10 of the Facility Agreement contains obligations on the part of the Borrower relating to the maintenance of insurance, application of insurance monies and related

matters. The Chargors shall comply with them insofar as they relate to its Security Assets.

7. OTHER PROPERTY OBLIGATIONS

Clause 23 (*Property Undertakings*) of the Facility Agreement contains obligations on the part of the Borrower (including those referred to in Clause 6 (*Insurance*) above) relating to the Property. Each of the Chargors shall comply with them insofar as they relate to their respective Security Assets.

8. NOTICES AND NEGOTIATIONS

8.1 Chargors' obligations

The Chargors shall within 14 days after the receipt by the Chargor of any application, requirement, order or notice served or given by any public or local or any other authority or any landlord with respect to its Security Assets (or any part of it):

8.1.1 deliver a copy to the Lender; and

8.1.2 inform the Lender of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice.

9. COVENANTS RELATING TO LAND

9.1 Registration at the Land Registry

The Chargors shall:

9.1.1 do all things requested by the Lender to facilitate the registration of this Security Agreement against any Land Registry Title comprised in the Mortgaged Properties. For that purpose, each Chargor:

9.1.1.1 applies to HM Land Registry for a restriction to be entered on each of those Titles in the following terms: "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 Security Agreement dated [], in favour of Barclays Bank PLC referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer"; and

9.1.1.2 will if the Lender so requests certify that the security over the Mortgaged Properties created by this Security Agreement does not contravene any of the provisions of its constitutional documents;

9.1.2 not permit any other person to be registered at the Land Registry as proprietor of any of the Mortgaged Properties (or of any interest in any of the Mortgaged Properties); and

9.1.3 not create or permit to arise any interest which falls within any of the paragraphs of Schedule 3 of the Land Registration Act 2002 or any interest preserved by the transitional provisions of Schedule 12 of the Land Registration Act 2002 to the extent and for so long as any interest is so preserved in or over any of the Mortgaged Properties.

9.2 Title documents

All deeds and documents necessary to show good and marketable title to a Chargor's interest in a Property will from the date of this Security Agreement be:

- 9.2.1 In possession of the Lender;
- 9.2.2 held at the applicable Land Registry; or
- 9.2.3 held to the order of the Lender by a firm of solicitors approved by the Lender for that purpose.

10. FURTHER ASSURANCE

The Chargors shall at their own expense execute and do any documents, acts and things which the Lender may reasonably require from time to time for:

- 10.1 giving effect to, perfecting or protecting the Lender's security over the Security Assets; or
- 10.2 facilitating the realisation of any Security Assets and the exercise of all powers, authorities and discretions vested by this Security Agreement in the Lender or in any Receiver.

SCHEDULE 3

Enforcement

1. ENTRY AND ACTION

1.1 Entry

1.1.1 If any Chargor (having been given a reasonable opportunity and period of time in which to remedy the same) fails to take any action which it is required by the Finance Documents to take, then the Lender and/ or its agents and contractors may enter any of the Mortgaged Properties, to examine its condition to verify that the Chargors have performed all of their obligations under the Finance Documents.

1.1.2 The entry referred to in Paragraph 1.1.1 shall be permitted by the Chargors within normal working hours upon reasonable notice (but without notice in the case of emergency). It shall not cause the Lender or any person authorised by it to be liable as a mortgagee in possession.

1.2 Remedying defaults

If any Chargor fails to take any action which it is required by the Finance Documents to take, then the Lender or a Receiver may take any action to remedy that failure (including the action so required but not taken) which it or he may think fit on the relevant Chargor's behalf.

2. ENFORCEMENT

2.1 Timing of enforcement

The Secured Liabilities are deemed to have become due on the date of this Security Agreement. This Security Agreement shall become enforceable immediately on the occurrence of an Event of Default and the Lender giving a notice under clause 24 (*Events of Default*) of the Facility Agreement.

2.2 Enforcement rights

2.2.1 The Lender may at any time after this Security Agreement has become enforceable enforce all or any of its rights under this Security Agreement as it thinks fit. In particular, it may without further notice exercise in relation to the Security Assets:

2.2.1.1 the power of sale and all other powers conferred on mortgagees by the Law of Property Act 1925 (or otherwise by law) or on an administrative receiver by the Insolvency Act 1986, in either case as extended or otherwise amended by this Security Agreement; and

2.2.1.2 (without first appointing a Receiver) any or all of the powers, authorities and discretions which are conferred by this Security Agreement (whether expressly or by implication) on a Receiver, including those relating to leases set out in Schedule 4, Paragraph 6.1 (*Disposal*).

2.2.2 Neither s93(1) nor s103 Law of Property Act 1925 shall apply to this Security Agreement.

2.3 No liability

None of the Lender and any Receiver shall be liable as a mortgagee in possession or otherwise to account in relation to the Security Assets (except to the extent of actual receipts) for any loss on realisation or for any other default or omission for which it or he would otherwise be liable.

3. RECEIVERS

3.1 Appointment of a Receiver

3.1.1 The Lender may without notice appoint any one or more persons to be a receiver and/or manager (a "Receiver") of some or all of the Security Assets of any Chargor if:

3.1.1.1 this Security Agreement becomes enforceable; or

3.1.1.2 that Chargor so requests.

3.1.2 Any appointment under Paragraph 3.1.1 shall be in writing, signed by a duly authorised officer of the Lender.

3.1.3 Any Receiver appointed under Paragraph 3.1.1 shall (subject to the terms of his or her appointment) have the powers referred to or set out in this Security Agreement. In the case of joint Receivers, each may (unless the Lender otherwise directs) exercise those powers independently of the other Receiver or Receivers.

3.2 Replacement of a Receiver

The Lender may (subject to any necessary approval from the court) end the appointment of any Receiver by notice in writing (signed as in Paragraph 3.1 (*Appointment of a Receiver*)) and appoint under Paragraph 3.1 (*Appointment of a Receiver*) a replacement for any Receiver whose appointment ends for any reason.

3.3 Remuneration of a Receiver

Subject to s36 Insolvency Act 1986, the Lender may from time to time fix the remuneration of any Receiver appointed by it, without being limited by the maximum rate specified in s109(6) Law of Property Act 1925.

3.4 Receiver is agent of Chargor

Any Receiver shall be the agent of the relevant Chargor, so that the relevant Chargor shall be (and the Lender shall not be) responsible for his or her debts, defaults and remuneration, except that if the relevant Chargor goes into liquidation, any Receiver will after that act as a principal and not as the relevant Chargor's agent.

4. APPROPRIATION OF RECEIPTS

4.1 Application

Subject to Paragraph 4.2 (*Suspense account*), any moneys received by the Lender or any Receiver under the powers conferred by this Security Agreement shall (subject to the payment of any claims having priority to this Security Agreement, but in substitution for s109(8) Law of Property Act 1925) be applied in the following order of priority:

4.1.1 In discharging the remuneration of any Receiver and all costs, charges and expenses of and incidental to his or her appointment, together with interest on that remuneration and those costs, charges and expenses calculated under the terms of the Facility Agreement as if they were an unpaid sum in accordance with clause 8.3 of the Facility Agreement;

4.1.2 In or towards payment or discharge of the Secured Liabilities; and

4.1.3 In payment of the surplus (if any) to the Chargor or other person entitled to it.

4.2 Suspense account

Any moneys received by the Lender or any Receiver under the powers conferred by this Security Agreement may, at the Lender's discretion, be placed in an interest bearing suspense or securities realised account (before or after any application under Paragraph 4.1 (*Application*)) and kept there for so long as the Lender thinks fit.

5. CHARGOR'S ACCOUNT

If a Lender receives or is deemed to be affected by notice (whether actual or constructive) of any subsequent charge or other interest affecting some or all of the Security Assets of a Chargor or their proceeds of sale, then the Lender may open a new account for the relevant Chargor. If the Lender does not do so, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, the notice. As from that time, any payment made to the Lender for the relevant Chargor's account shall be credited (or be treated as having been credited) to the new account and shall not operate to reduce the amount for which this Security Agreement is security.

6. DELEGATION AND APPOINTMENT OF ATTORNEYS

6.1 Delegation

The Lender may delegate to any person or persons all or any of the powers, authorities and discretions which are exercisable by it under this Security Agreement. A delegation under this Paragraph 6.1 may be made in any manner (including by power of attorney) and on any terms (including power to sub-delegate) which the Lender may think fit. The Lender shall not be liable or responsible to any Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any of its delegates or sub-delegates except in the case of negligence or wilful default.

6.2 Attorneys

By way of security, each Chargor irrevocably appoints the Lender, every Receiver and every delegate or sub-delegate appointed under Paragraph 6.1 (*Delegation*) separately to be its attorney on its behalf, in its name and as its act or deed:

6.2.1 at any time a Chargor fails to do the same, to execute and do any documents, acts and things which that Chargor is required to execute and do under this Security Agreement, including to execute any document required by the Lender under Schedule 2, Paragraph 10 (*Further assurance*); and

6.2.2 at any time a Chargor fails to do the same, to execute and do any documents, acts and things which any attorney may deem proper or desirable in exercising any powers, authorities and discretions conferred by this Security Agreement or by law on the Lender or any Receiver.

By this Security Agreement, each Chargor ratifies and confirms and agrees to ratify and confirm anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Paragraph 6.2.

7. REDEMPTION OF PRIOR SECURITY INTERESTS

7.1 Redemption

The Lender may at any time:

7.1.1 redeem, or procure the transfer to itself of, any prior Security over any Security Assets; or

7.1.2 settle and pass the accounts of the holder of any prior Security. Any accounts so settled and passed shall be conclusive and binding on the Chargors.

7.2 **Costs of redemption**

All principal moneys, interest, costs, charges and expenses incurred in and incidental to any redemption or transfer under Paragraph 7.1 (*Redemption*) shall be paid by the Chargors to the Lender on demand, in each case together with interest calculated and in the manner referred to in Clause 9 (*Costs and expenses*).

8. **RELEASES CONDITIONAL, RETENTION OF SECURITY**

8.1 **Releases conditional**

8.1.1 Any release, settlement, discharge, re-assignment or arrangement (in this Paragraph 8, a "**release**") made by the Lender on the faith of any assurance, security or payment shall be conditional on that assurance, security or payment not being avoided, reduced, clawed back or ordered to be repaid under any law relating to liquidation, bankruptcy or insolvency.

8.1.2 If any avoidance or reduction occurs or order is made as referred to in Paragraph 8.1.1, then the release given by the Lender shall have no effect and shall not prejudice the right of the Lender to enforce this Security Agreement in respect of the Secured Liabilities. As between the Chargors and the Lender, this Security Agreement shall (notwithstanding the release) be deemed to have remained at all times in effect and held by the Lender as security for the Secured Liabilities.

8.2 **Retention**

8.2.1 If and for so long as any assurance, security or payment as is mentioned in Paragraph 8.1.1 (*Releases conditional*) remains in the Lender's reasonable opinion susceptible of being avoided, reduced, clawed back or ordered to be repaid under any law relating to liquidation, bankruptcy or insolvency, the Lender may in its absolute discretion retain all or part of its security and other rights under this Security Agreement as security for the Secured Liabilities after they have been paid and discharged in full.

8.2.2 If at any time while all or part of the Lender's rights under this Security Agreement are so retained a petition is presented to a competent court for a winding-up order to be made in respect of any Obligor (save for where, in the case of a petition which is frivolous or vexatious, such petition is discharged, stayed or dismissed within 21 days of commencement), steps are taken to wind up any Obligor voluntarily, an application is made to a competent court for an administration order to be made in respect of any Obligor, a notice of intention to appoint an administrator to any Obligor is filed at court or the appointment of an administrator to any Obligor takes effect, then the Lender may continue to retain all or part of its rights under this Security Agreement for any further period as the Lender may in its absolute discretion determine.

SCHEDULE 4

Receiver's Further Powers

1. GENERAL

1.1 Statutory powers

Subject to the terms of the instrument by which he or she is appointed, every Receiver shall have the powers conferred on receivers by statute, including those set out in Schedule 1 Insolvency Act 1986, even if he or she is not an administrative receiver as defined in that Act.

1.2 Additional powers

In addition, every Receiver shall (subject to the terms of the instrument by which he or she is appointed) have the power to do or omit to do anything in relation to the Security Assets over which he or she is appointed (referred to in this Schedule as the "**Relevant Assets**") as the Chargor who owns them (referred to in this Schedule as the "**Relevant Chargor**") could do or omit to do. In particular, every Receiver shall have the powers listed in Paragraphs 2 (*Management*) to 9 (*General*).

1.3 No restrictions

The powers referred to in Paragraphs 1.1 (*Statutory powers*) and 1.2 (*Additional powers*) shall not be subject to any restrictions in the Law of Property Act 1925 and shall continue notwithstanding any liquidation of the Relevant Chargor.

2. MANAGEMENT

2.1 To manage the Relevant Assets as he or she may think fit.

2.2 To appoint managers, officers, agents and employees on any terms (as to remuneration and otherwise) as he or she may determine and discharge any managers, officers, agents and employees (whether or not appointed by him or her).

2.3 To raise or borrow money for any purpose and on any terms which he or she may think fit. These borrowings may be unsecured or secured (in priority to this Security Agreement or otherwise) on the Relevant Assets. No Receiver may exercise this power to raise or borrow money without the Lender's prior written consent. The Lender may give (unconditionally or subject to conditions) or refuse consent without incurring any liability to the Relevant Chargor or any other person. However, no person lending money shall be concerned to enquire as to the existence or terms of that consent or as to the propriety or purpose of the exercise of that power or to see to the application of any money so raised or borrowed.

3. PROTECTION OF ASSETS

To do anything which the Relevant Chargor might do for the protection or improvement of the Relevant Assets and in particular:

3.1 to make and effect any repairs and improvements and carry out any other works to the Relevant Assets which he or she may think fit;

3.2 to renew and replace any of the Relevant Assets which shall in his or her opinion require to be renewed and replaced; and

3.3 to effect any insurances which he or she may think fit in relation to the Relevant Assets or otherwise in relation to his or her powers as set out in this Security Agreement.

4. **RENTS**

To exercise on the Relevant Chargor's behalf any powers conferred on it by law as landlord or tenant in respect of any of the Mortgaged Properties comprised in the Relevant Assets. A Receiver shall not be under any obligation to exercise these powers; nor shall he or she incur any liability in respect of any exercise or non-exercise of them.

5. **CONTRACTS, COMPROMISES AND ACTIONS**

5.1 To make any contracts, compromises or arrangements which appear to him or her expedient in the interests of the Lender and/or any of the other Lender and in particular to enter into or cancel any contract and to settle, adjust, refer to arbitration, compromise or arrange any claims, accounts, disputes, questions, demands and other matters, including rent reviews, relating in any way to the Relevant Assets or the Relevant Chargor.

5.2 To bring, prosecute, enforce, defend or abandon any actions, suits and proceedings in relation to the Relevant Assets or the Relevant Chargor as may seem to him or her expedient.

6. **DISPOSAL**

6.1 To sell, lease or otherwise dispose of the Relevant Assets, to grant easements, rights, licences and options over or in respect of them and to surrender, accept the surrender or vary any lease, agreement or arrangement relating to them. This power may be exercised without the need to comply with ss 99 and 100 Law of Property Act 1925. Any disposal or other dealing under this Paragraph 6.1 may be effected in the manner and on the terms which he or she thinks fit, for consideration consisting of cash, debentures or other obligations, shares or other valuable consideration and this consideration may be payable in a lump sum or by instalments spread over a period as he or she may think fit.

6.2 To sever from the premises to which they are annexed and sell separately (in accordance with Paragraph 6.1) any plant, machinery or fixtures.

6.3 To form or promote the formation of any company (whether or not as a subsidiary of the Relevant Chargor) with a view to its acquiring the Relevant Assets or otherwise and to arrange for it to (or cease to) trade and to acquire the Relevant Assets by a disposal under Paragraph 6.2 or otherwise.

6.4 To give a valid receipt for all moneys and to execute all assurances and actions which may be proper or desirable for realising the Relevant Assets.

7. **WORKS**

To commence, complete or abandon any building operations or works of conversion, refurbishment or development on the Mortgaged Properties comprised in the Relevant Assets, to apply for and obtain any approvals, permissions, licences or consents which are necessary or desirable for those operations or works and to enter into or continue any contract relating to them.

8. **GENERAL**

8.1 To do any other acts and things which he or she may consider either desirable or necessary for realising the Relevant Assets or otherwise incidental or conducive to any of the powers conferred on him or her under or by virtue of this Security Agreement.

8.2 To exercise and do in relation to the Relevant Assets any powers, authorities and things as he or she would be capable of exercising or doing if he or she were the absolute beneficial owner of them.

8.3 To act as the agent of the Relevant Chargor and to use the name of the Relevant Chargor in the exercise of any of the powers set out or referred to in this Schedule 4.

SCHEDULE 5

Notices

Part 1

Notice to insurer

To: [Allianz Insurance PLC c/o Bluefin, Cutlers Exchange, 123 Houndsditch, London EC3A 7BU]

Dated:

Dear Sirs,

Re: The policies of insurance referred to in Schedule 1 below (the "Policies")

The companies listed in Schedule 2 (the "**Chargor**"), give you notice that, by a security agreement dated (the "**Security Agreement**") and made by ourselves in favour of Barclays Bank PLC (the "**Lender**"), we have charged by way of fixed charge and assigned to the Lender, as first priority chargee and assignee, all of the Policies to the extent that such Policies relate to the properties listed in Schedule 3 (the "**Properties**") as are capable of being charged and/or assigned by law.

The assets charged and assigned include all our right, title and interest in and to the Policies (including, but not limited to, the benefit of all sums assured by the Policies and all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of our ownership of the Policies and all interest on any of the secured money) to the extent that such Policies relate to the Properties.

We irrevocably and unconditionally authorise and request you:

1. to note the Lender's interest as composite Insured, first chargee, assignee and sole loss payee of the proceeds of such Policies in excess of £250,000; and
2. if you receive notice from the Lender that an Event of Default has occurred and is continuing, to give the acknowledgement, undertakings and agreements required by the Lender and to act on the instructions of the Lender without any further reference to or authorisation from us.

Please sign the enclosed copy of this notice and deliver it to the Lender at 1 Churchill Place, Canary Wharf, London E14 5HP (for the attention of Barclays Real Estate) (with a further copy to us).

This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

Yours faithfully,

For and on behalf of

.....
Dorrington Estates Limited

.....
Dorrington Residential Limited

.....
Dorrington Housing Limited

.....
River's Edge Estates Limited

.....
Dorrington (Knightsbridge) Properties Limited

.....
Dorrington Developments Limited

SCHEDULE 1

The Policies*

	Policy number	Name and address of insurer	Name and address of broker	Brief description of assets insured	Date of expiry of policy#

SCHEDULE 2

SCHEDULE 3

Property	Beneficial owner	Legal owner: (if different)	Tenure

[to be included on copy notice]

To: Barclays Bank PLC
1 Churchill Place
Canary Wharf
London E14 5HP
(for the attention of [Barclays Real Estate])

Copy to: The companies listed in Schedule 1 of this acknowledgment
16 Hans Road
London
SW3 1RT

We Allianz Insurance PLC acknowledge receipt of the above notice. We:

1. agree to note your interest as composite insured, first charge, assignee and sole loss payee of the proceeds of such Policies in excess of £250,000 in respect of the Properties;
2. undertake to disclose to you, promptly following request, without any reference to or further authority from the Chargor, such information relating to the Policies as you may at any time reasonably request;
3. confirm that we have not received notice of any previous assignment or charge by the Chargor of or over any of its rights, title, interests or benefits in respect of the Properties referred to in the notice;
4. agree promptly to notify you of our intention to cancel or decline renewal of any of the Policies; and
5. agree promptly to notify you of any request made, or notification given, by the Chargor to us, to cancel the Policies, or to allow the Policies to lapse.

Terms defined in the notice apply to this endorsement, which is governed by the law of England and Wales together with any non-contractual obligations arising out of or in connection with it.

Signed:.....

for and on behalf of Allianz Insurance PLC
Dated:

SCHEDULE 1

Part 2

Form of notice to counterparties of Charged Contracts

To: [name and address of counterparty]

Dated: [date]

Dear Sirs,

Re: [here identify relevant Charged Contract] [the "Contract"] made between (1) [relevant Chargor] (the "Chargor") and (2) [here insert name of counterparty]

We, the Chargor, give you notice that, by a security agreement dated [date] (the "Security Agreement") and made by ourselves in favour of Barclays Bank PLC (the "Lender"), we have charged by way of fixed charge and assigned to the Lender, as first priority chargee and assignee, all of our rights, title and interest in the Contract.

We further irrevocably and unconditionally:

1. notify you that we may not agree to amend, modify or terminate the Contract without the prior written consent of the Lender;
2. confirm that, subject to paragraph 1 above, you may continue to deal with us in relation to the Contract until you receive written notice to the contrary from the Lender, but authorise and instruct you that, after you have received such notice, we will cease to have any right to deal with you in relation to the Contract except in accordance with the instructions of the Lender and therefore from that time you may deal directly with the Lender;
3. authorise and instruct you to disclose information in relation to the Contract to the Lender promptly on request, without any enquiry by you as to the justification for such disclosure or reference to or further authority from us;
4. authorise and instruct you to pay or release all monies to which we are entitled under the Contract directly into [specify designated bank account] or, if the Lender so instructs you, into such other account as the Lender shall specify;
5. authorise and instruct you that, whenever you serve any notice upon us under the Contract, you should supply a copy of such notice to the Lender at its address given in the copy of this notice (or as otherwise notified to you by it from time to time); and
6. notify you that the provisions of this notice may only be revoked with the written consent of the Lender.

Please sign the copy of this notice and deliver it to the Lender at 1 Churchill Place, Canary Wharf, London E14 5HP (for the attention of Barclays Real Estate) (with a further copy to us).

This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

Yours faithfully,

.....
For and on behalf of
[relevant Chargor]:

By:

[to be included on copy notice]

To: Barclays Bank PLC
1 Churchill Place
Canary Wharf
London E14 5HP
(for the attention of Barclays Real Estate)

Copy to: [relevant Chargor]
[Address]

We [name of counterparty] acknowledge receipt of the above notice. We:

1. accept the instructions and authorisations set out in the notice and undertake to act in accordance with such instructions and authorisations; and
2. confirm that we have not received notice that the Chargor has assigned its rights under the Contract to a third party or created any other interest (whether by way or security or otherwise) in the Contract in favour of a third party.

Terms defined in the notice apply to this endorsement, which is governed by the law of England and Wales together with any non-contractual obligations arising out of or in connection with it.

Signed:

for and on behalf of [name of counterparty]

Dated: [date]

EXECUTION


The Chargers

Executed as a deed by
DORRINGTON RESIDENTIAL LIMITED,
acting by a director and its secretary or by
two directors or by a director in the
presence of a witness

Witness Name: JAM LOWIN

Witness Address:

Witness Occupation: [REDACTED]

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Director/Secretary/Witness
For and on behalf of
Hanover Management
Services Limited
Secretaries to the Company

Executed as a deed by
DORRINGTON HOUSING LIMITED, acting
by a director and its secretary or by two
directors or by a director in the presence of
a witness

Witness Name: SAM WILSON

Witness Address:

Witness Occupation: [REDACTED]

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) Director/Secretary/Witness
) For and on behalf of
) Hanover Management
) Services Limited
) Secretaries to the Company

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~~) Director/Secretary/ Witness~~

) For and on behalf of
) Hanover Management
Services Limited
Secretaries to the Company

the 1990s, the number of people in the United States who are 65 years of age and older has increased by 50 percent, and the number of people 75 years of age and older has increased by 100 percent. The number of people 85 years of age and older has increased by 200 percent. The number of people 95 years of age and older has increased by 400 percent. The number of people 100 years of age and older has increased by 1,000 percent. The number of people 105 years of age and older has increased by 2,000 percent. The number of people 110 years of age and older has increased by 4,000 percent. The number of people 115 years of age and older has increased by 8,000 percent. The number of people 120 years of age and older has increased by 16,000 percent. The number of people 125 years of age and older has increased by 32,000 percent. The number of people 130 years of age and older has increased by 64,000 percent. The number of people 135 years of age and older has increased by 128,000 percent. The number of people 140 years of age and older has increased by 256,000 percent. The number of people 145 years of age and older has increased by 512,000 percent. The number of people 150 years of age and older has increased by 1,024,000 percent. The number of people 155 years of age and older has increased by 2,048,000 percent. The number of people 160 years of age and older has increased by 4,096,000 percent. The number of people 165 years of age and older has increased by 8,192,000 percent. The number of people 170 years of age and older has increased by 16,384,000 percent. The number of people 175 years of age and older has increased by 32,768,000 percent. The number of people 180 years of age and older has increased by 65,536,000 percent. The number of people 185 years of age and older has increased by 131,072,000 percent. The number of people 190 years of age and older has increased by 262,144,000 percent. The number of people 195 years of age and older has increased by 524,288,000 percent. The number of people 200 years of age and older has increased by 1,048,576,000 percent. The number of people 205 years of age and older has increased by 2,097,152,000 percent. The number of people 210 years of age and older has increased by 4,194,304,000 percent. The number of people 215 years of age and older has increased by 8,388,608,000 percent. The number of people 220 years of age and older has increased by 16,777,216,000 percent. The number of people 225 years of age and older has increased by 33,554,432,000 percent. The number of people 230 years of age and older has increased by 67,108,864,000 percent. The number of people 235 years of age and older has increased by 134,217,728,000 percent. The number of people 240 years of age and older has increased by 268,435,456,000 percent. The number of people 245 years of age and older has increased by 536,870,912,000 percent. The number of people 250 years of age and older has increased by 1,073,741,824,000 percent. The number of people 255 years of age and older has increased by 2,147,483,648,000 percent. The number of people 260 years of age and older has increased by 4,294,967,296,000 percent. The number of people 265 years of age and older has increased by 8,589,934,592,000 percent. The number of people 270 years of age and older has increased by 17,179,869,184,000 percent. The number of people 275 years of age and older has increased by 34,359,738,368,000 percent. The number of people 280 years of age and older has increased by 68,719,476,736,000 percent. The number of people 285 years of age and older has increased by 137,438,953,472,000 percent. The number of people 290 years of age and older has increased by 274,877,906,944,000 percent. The number of people 295 years of age and older has increased by 549,755,813,888,000 percent. The number of people 300 years of age and older has increased by 1,099,511,627,776,000 percent. The number of people 305 years of age and older has increased by 2,199,023,255,552,000 percent. The number of people 310 years of age and older has increased by 4,398,046,511,104,000 percent. The number of people 315 years of age and older has increased by 8,796,093,022,208,000 percent. The number of people 320 years of age and older has increased by 17,592,186,044,416,000 percent. The number of people 325 years of age and older has increased by 35,184,372,088,832,000 percent. The number of people 330 years of age and older has increased by 70,368,744,177,664,000 percent. The number of people 335 years of age and older has increased by 140,737,488,355,328,000 percent. The number of people 340 years of age and older has increased by 281,474,976,710,656,000 percent. The number of people 345 years of age and older has increased by 562,949,953,421,312,000 percent. The number of people 350 years of age and older has increased by 1,125,899,906,842,624,000 percent. The number of people 355 years of age and older has increased by 2,251,799,813,685,248,000 percent. The number of people 360 years of age and older has increased by 4,503,599,627,370,496,000 percent. The number of people 365 years of age and older has increased by 9,007,199,254,740,992,000 percent. The number of people 370 years of age and older has increased by 18,014,398,509,481,984,000 percent. The number of people 375 years of age and older has increased by 36,028,797,018,963,968,000 percent. The number of people 380 years of age and older has increased by 72,057,594,037,927,936,000 percent. The number of people 385 years of age and older has increased by 144,115,188,075,855,872,000 percent. The number of people 390 years of age and older has increased by 288,230,376,151,711,744,000 percent. The number of people 395 years of age and older has increased by 576,460,752,303,423,488,000 percent. The number of people 400 years of age and older has increased by 1,152,921,504,606,846,976,000 percent. The number of people 405 years of age and older has increased by 2,305,843,009,213,693,952,000 percent. The number of people 410 years of age and older has increased by 4,611,686,018,427,387,904,000 percent. The number of people 415 years of age and older has increased by 9,223,372,036,854,775,808,000 percent. The number of people 420 years of age and older has increased by 18,446,744,073,709,551,616,000 percent. The number of people 425 years of age and older has increased by 36,893,488,147,419,103,232,000 percent. The number of people 430 years of age and older has increased by 73,786,976,294,838,206,464,000 percent. The number of people 435 years of age and older has increased by 147,573,952,589,676,412,928,000 percent. The number of people 440 years of age and older has increased by 295,147,905,179,352,825,856,000 percent. The number of people 445 years of age and older has increased by 590,295,810,358,705,651,712,000 percent. The number of people 450 years of age and older has increased by 1,180,591,620,717,411,303,424,000 percent. The number of people 455 years of age and older has increased by 2,361,183,241,434,822,606,848,000 percent. The number of people 460 years of age and older has increased by 4,722,366,482,869,645,213,696,000 percent. The number of people 465 years of age and older has increased by 9,444,732,965,739,290,427,392,000 percent. The number of people 470 years of age and older has increased by 18,889,465,931,478,580,854,784,000 percent. The number of people 475 years of age and older has increased by 37,778,931,862,957,161,709,568,000 percent. The number of people 480 years of age and older has increased by 75,557,863,725,914,323,419,136,000 percent. The number of people 485 years of age and older has increased by 151,115,727,451,828,646,838,272,000 percent. The number of people 490 years of age and older has increased by 302,231,454,903,657,293,676,544,000 percent. The number of people 495 years of age and older has increased by 604,462,909,807,314,587,353,088,000 percent. The number of people 500 years of age and older has increased by 1,208,925,819,614,629,174,706,176,000 percent. The number of people 505 years of age and older has increased by 2,417,851,639,229,258,349,412,352,000 percent. The number of people 510 years of age and older has increased by 4,835,703,278,458,516,698,824,704,000 percent. The number of people 515 years of age and older has increased by 9,671,406,556,917,033,397,649,408,000 percent. The number of people 520 years of age and older has increased by 19,342,813,113,834,066,795,298,816,000 percent. The number of people 525 years of age and older has increased by 38,685,626,227,668,133,590,597,632,000 percent. The number of people 530 years of age and older has increased by 77,371,252,455,336,267,181,195,264,000 percent. The number of people 535 years of age and older has increased by 154,742,504,910,672,534,362,390,528,000 percent. The number of people 540 years of age and older has increased by 309,485,009,821,345,068,724,781,056,000 percent. The number of people 545 years of age and older has increased by 618,970,019,642,690,137,449,562,112,000 percent. The number of people 550 years of age and older has increased by 1,237,940,039,285,380,274,899,124,224,000 percent. The number of people 555 years of age and older has increased by 2,475,880,078,570,760,549,798,248,448,000 percent. The number of people 560 years of age and older has increased by 4,951,760,157,141,521,099,596,496,896,000 percent. The number of people 565 years of age and older has increased by 9,903,520,314,283,042,199,193,993,792,000 percent. The number of people 570 years of age and older has increased by 19,807,040,628,566,084,398,387,

[REDACTED]

)Director/Secretary/Witness

For and on behalf of
Hanover Management
Services Limited
Secretaries to the Company

Year	U.S. should take action (%)	U.S. should not take action (%)
1994	75	25
1996	85	15
1998	75	25
2000	85	15
2004	95	5

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~~) Director/Secretary/ witness~~

For and on behalf of
Hanover Management
Services Limited
Secretaries to the Company

The Lender

Executed as a deed by DAVID LIBERA)
as attorney for **BARCLAYS BANK PLC,**)
in the presence of:)

as attorn

YS BANK PLC

Witness signature

Witness Name: LUCY CRITTENDEN

Witness Address:

Witness Occupation: