



**Registration of a Charge**

Company Name: **JOINT ARAB-BRITISH CHAMBER OF COMMERCE(THE)**

Company Number: **01199402**



XCIC5DSR

Received for filing in Electronic Format on the: **14/12/2023**

**Details of Charge**

Date of creation: **05/12/2023**

Charge code: **0119 9402 0004**

Persons entitled: **ANTHONY GRAHAM BRUCE (AS TRUSTEE OF THE ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT BENEFITS PLAN)  
CHAKER MOHAMMAD CHAMSI-PASHA (AS TRUSTEE OF THE ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT BENEFITS PLAN)  
ABDELSALAM EL-IDRISSI (AS TRUSTEE OF THE ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT BENEFITS PLAN)  
DAVID GRACE (AS TRUSTEE OF THE ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT BENEFITS PLAN)**

**There are more than four persons entitled to the charge.**

Brief description: **1. LEASEHOLD LAND KNOWN AS 43 UPPER GROSVENOR STREET, LONDON, W1K 2NJ HELD UNDER A LEASE DATED 24 MARCH 1998 BETWEEN (1) GROSVENOR (MAYFAIR) ESTATE AND (2) UBS XANADU GP LIMITED AND RUGBY UNION ESTATES LIMITED (TRADING AS THE RUGBY UNION PARTNERSHIP) FOR A TERM OF 125 YEARS FROM 25 MARCH 1998 TOGETHER WITH ALL DEEDS AND DOCUMENTS SUPPLEMENTAL TO THE SAME AS SUCH LEASE IS REGISTERED AT TODAY'S DATE UNDER TITLE NUMBER NGL760757. 2. LEASEHOLD LAND KNOWN AS FORMER AIRSPACE AT BASEMENT AND GROUND FLOOR LEVELS OF 43 UPPER GROSVENOR STREET, LONDON, W1K 2NJ HELD UNDER A LEASE DATED 29 JUNE 2007 BETWEEN (1) GROSVENOR WEST END PROPERTIES AND (2) THE JOINT ARAB-BRITISH CHAMBER OF COMMERCE FOR A TERM FROM 29 JUNE 2007 TO 24 MARCH 2123 TOGETHER WITH ALL DEEDS AND DOCUMENTS SUPPLEMENTAL TO THE SAME AS SUCH LEASE IS REGISTERED AT TODAY'S DATE UNDER TITLE NUMBER NGL760757 3. THOSE RIGHTS OF OCCUPATION HELD BY THE CHARGOR UNDER A LICENCE TO OCCUPY OF TERRACE AREAS OF 43 UPPER GROSVENOR STREET, LONDON, W1K 2NJ DATED 29 JUNE 2007 BETWEEN (1) GROSVENOR WEST END PROPERTIES AND (2) THE**

**Contains fixed charge(s).**

**Contains negative pledge.**

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### **Authentication of Form**

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

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### **Authentication of Instrument**

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

Certified by: **BURGES SALMON LLP (AT15)**



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

Company number: 1199402

Charge code: 0119 9402 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th December 2023 and created by JOINT ARAB-BRITISH CHAMBER OF COMMERCE(THE) was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2023 .

Given at Companies House, Cardiff on 19th December 2023

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**

## SECURITY AGREEMENT

DATED 5 December 2023

1. THE JOINT ARAB-BRITISH CHAMBER OF COMMERCE

- and -

2. ANTHONY GRAHAM BRUCE, CHAKER MOHAMMAD CHAMSI-PASHA, ABDELSALAM EL-IDRISSI, DAVID GRACE, ROBERT BLACKBURN GRAY and TERENCE JOHN STONE (as trustees of the ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT BENEFITS PLAN)

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THIS DEED is dated 5 December 2023 between:

- (1) THE JOINT ARAB-BRITISH CHAMBER OF COMMERCE (a company incorporated and registered in England and Wales under company number 1199402) (the **Chargor**); and
- (2) ANTHONY GRAHAM BRUCE, CHAKER MOHAMMAD CHAMSI-PASHA, ABDELSALAM EL-IDRISSI, DAVID GRACE, ROBERT BLACKBURN GRAY and TERENCE JOHN STONE as trustees of the ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT BENEFITS PLAN and any other person or persons who is or are for the time being a trustee of the ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT BENEFITS PLAN (each a **Trustee** and together the **Trustees**).

IT IS AGREED as follows:

## 1. INTERPRETATION

### 1.1 Definitions

In this Deed:

**Act** means the Law of Property Act 1925.

**Approved Tenancies** means:

- (a) those Occupational Leases current as at today's date and as are reported upon in the Certificate of Title; and
- (b) any future Occupational Leases satisfying the following criteria, it shall be:
  - (i) excluded from the security of tenure provisions of the Landlord and Tenant Act 1954;
  - (ii) for a term of not more than seven years;
  - (iii) of a floor area of not more than 40% of the net lettable area of the relevant Premises;
  - (iv) granted on arms-length terms and be in form consistent with the requirements of any Headlease;
  - (v) at a yearly rent of not less than then open market rent of the underlet premises and which yearly rent may be inclusive of insurance, business rates and/or service charge; and
  - (vi) granted on terms requiring payment of a fair and reasonable proportion of the Chargor's running costs for the building (to the extent not forming a part of the open market yearly rent);

**Business Day** means a day (other than a Saturday or a Sunday) on which banks are open for general business in London;

**Certificate of Title** means any certificate of title on the Mortgaged Property addressed to and provided at the request of the Trustees before the date of this Deed;

**Companies** means the companies listed in Schedule 1 (Companies) as such schedule may be amended from time to time by the Parties;

**Creditors' Process** means, in relation to a person, any expropriation, attachment, sequestration, distress or execution (or any analogous event in any jurisdiction) which affects any encumbrancer taking possession of the whole or any part of the property, asset or assets of that person and is not discharged within 14 days unless such process is either being contested in good faith and/or shown as being frivolous or vexatious and is discharged within 14 days after commencement;

**Contract Claims** means:

- (a) any sums payable to the Chargor pursuant to all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Chargor in respect of and pursuant to each of the Relevant Contracts; and
- (b) any net proceeds of any claims, awards and judgements which may at any time be received or receivable by the Chargor pursuant to any of the Relevant Contracts together with the benefit of all powers and remedies for enforcing the same;

**Demand** means any demand made on the Chargor by the Trustees under Clause 2 (Covenant to pay) in relation to the Secured Scheme Liabilities of a Company;

**Disposal Proceeds** means all capital monies or other sums or other consideration paid or payable in respect of the disposal of the Chargor's interest in all or any part of any Mortgaged Property;

**Environmental Approval** means any consent, approval, authorisation, permission or licence required by any Environmental Law;

**Environmental Claim** means any action or claim by any person in connection with:

- (a) a breach, or alleged breach, of an Environmental Law;
- (b) a liability, or alleged liability, under Environmental Law;
- (c) a failure to comply with any Environmental Approval;
- (d) any accident, fire, explosion or other event of any type involving an emission or substance which is capable of causing harm to any living organism or the environment; or
- (e) any other environmental contamination,

in each case in relation to, or otherwise affecting, the Security Assets;

**Environmental Law** means any law or regulation concerning:

- (a) the protection of health and safety;
- (b) the environment; or
- (c) any emission or substance which is capable of causing harm to any living organism or the environment;

**Event of Default** means an event specified as such in Clause 7 (Default);

**Fixtures** means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property;

**Headlease** means a lease under which any Mortgaged Property may be held by the Chargor;

**Implementation Date** has the meaning given to it in Clause 19 (Amendments);

**Insolvency Event** means in respect of any Company:

- (a) an 'insolvency event' as defined in Section 121 of the Pensions Act 2004 or regulations made from time to time thereunder;
- (b) a 'corporate insolvency or restructuring procedure' as defined in Section 27 of the Corporate Insolvency and Governance Act 2020; or
- (c) the receipt by the Pension Protection Fund of an application or notification from the Trustees or the Pensions Regulator that such Company is unlikely to continue as a going concern, which is purported to be made in accordance with Section 129 of the Pensions Act 2004 or regulations made from time to time thereunder;

**Insolvency Proceedings** means in respect of any person:

- (a) any procedure or step is taken with a view to a moratorium or a composition, assignment or similar arrangement with any of its creditors;
- (b) a meeting of its shareholders, directors or other officers is convened for the purpose of considering any resolution for, to petition for or to file documents with a court or any registrar for, its winding-up, administration, dissolution, reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement or otherwise), or any such resolution is passed;
- (c) any person presents a petition, or files documents with a court or any registrar, for its winding-up, administration, dissolution, reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement or otherwise);
- (d) any Security Interest is enforced by any person over any of its assets;
- (e) an order for its winding-up, administration, reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement or otherwise) is made;
- (f) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, moratorium monitor or similar officer is appointed in respect of it or any of its assets;
- (g) its shareholders, directors or other officers or that person itself apply/ies to court for the appointment of, or give(s) notice of their intention to appoint, a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, moratorium monitor or similar officer; or
- (h) any other analogous step or procedure is taken in any jurisdiction.

provided that Paragraphs (a) to (h) of this definition (as may be applicable) shall not apply to:

- (i) any winding-up petition which is frivolous or vexatious or contested in good faith and is discharged, stayed or dismissed within 14 days of commencement; or
- (ii) any application for administration made by a person other than the Chargor or their respective directors or any tax authority or any other governmental entity, or any designated officer in the exercise of the power conferred by Section 87A of the Magistrates Court Act 1980 and which is:
  - (A) frivolous or vexatious; and
  - (B) discharged or dismissed and evidence of such discharge or dismissal is delivered to the Trustees within three Business Days of presentation and in any event at least seven Business Days before the date on which such application is due to be heard,

and provided that the Chargor has delivered to the Trustees a copy of any such administration application within one Business Day of receipt of such application by the Chargor;

**Insured Property Assets** means the Premises and all the Chargor's other assets of an insurable nature in or on the Mortgaged Property;

**Material Adverse Effect** means a material adverse effect on:

- (a) the ability of the Chargor to perform its obligations under this Deed;
- (b) the business, operations, property, assets or financial condition of the Chargor;
- (c) the validity or enforceability of, or the effectiveness, making or ranking of, this Deed; or
- (d) the validity or enforceability, or the effectiveness or ranking of, any right or remedy of the Trustees under this Deed.

**Mortgaged Property** means all freehold or leasehold property included in the definition of Security Assets;

**Net Enforcement Proceeds** means, in relation to any Security Asset:

- (a) any proceeds of sale or enforcement; and/or
- (b) any Rental Income,

collected or received by the Trustees (or any Receiver) arising from that Security Asset following the enforcement of this Security, less all costs, expenses, remuneration and other items relating thereto contemplated in Clause 12(a) (Application of Proceeds);

**Occupational Lease** means any lease, agreement for lease, licence or other occupational interest subject to which the Chargor's interest in a Mortgaged Property is held, now or in the future, including any guarantee and rent deposit arrangements entered into under the terms of them;

**Party** means a party to this Deed;

**Pension Protection Fund** means the Board of the Pension Protection Fund as established under Part 2 of the Pensions Act 2004;

**Pensions Regulator** means the body of that name and referred to as the "Regulator" in the Pensions Act 2004;

**Premises** means all buildings and erections included in the definition of Mortgaged Property;

**Proposal Date** has the meaning given to it in Clause 19 (Amendments);

**Proposals** has the meaning given to it in Clause 19 (Amendments);

**Receiver** means a receiver and manager or a receiver or an administrator or an administrative receiver, in each case, appointed under this Deed;

**Relevant Contracts** means each and all of the following both present and future:

- (a) each contract in respect of any disposal of any Security Asset;
- (b) each Occupational Lease;
- (c) any managing agent's agreement; and
- (d) all other agreements in which the Chargor has an interest,

including, in each case, any guarantees or sureties entered into in respect of them;

**Rental Income** means the aggregate of all amounts paid or payable to or for the account or benefit of the Chargor in connection with the letting, use or occupation of the whole or any part of the Mortgaged Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of the Chargor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of a Security Asset and any fixture and fitting on a Security Asset including any fixture or fitting on a Security Asset for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender or variation of any Occupational Lease;
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Occupational Lease and/or for expenses incurred in relation to any such breach;
- (h) any service charge payments;
- (i) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease;

- (j) any contribution by an occupational tenant of a Mortgaged Property to ground rent due under any Headlease; and
- (k) any sum paid or payable by any guarantor of any occupational tenant under any Occupational Lease;
- (l) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor; and
- (m) any amount that represents VAT chargeable in respect of any such sum;

**Reservations means:**

- (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court and damages may be regarded as an adequate remedy;
- (b) the limitation on enforcement as a result of laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws affecting the rights of creditors generally;
- (c) the statutory time-barring of claims;
- (d) defences of set off or counterclaim;
- (e) rules against penalties and similar principles;
- (f) the fact that security which is described as fixed security may in fact be floating security;
- (g) the possibility that an undertaking to assume liability for, or indemnify a person against, non-payment of stamp duty may be void;
- (h) the fact that a court may refuse to give effect to a purported contractual obligation to pay costs imposed upon another person in respect of costs of an unsuccessful litigation brought against that person or may not award by way of costs all of the expenditure incurred by a successful litigant in proceedings brought before that court or that a court may stay proceedings if concurrent proceedings based on the same grounds and between the same parties have previously been brought before another court; and/or
- (i) any steps for perfection not required by the terms of this Deed to be taken,

and any other reservations or qualifications of law contained in any legal opinion delivered to the Trustees in respect of this Deed;

**Scheme** means the Arab-British Chamber of Commerce Retirement Benefits Plan (registration number PSR 10003114);

**Secured Liabilities** means the Secured Scheme Liabilities and all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of the Chargor under this Deed;

**Secured Scheme Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of each Company to make payments to the Scheme;

**Security Assets** means all assets of the Chargor the subject of any Security Interest created, or purported to be created, by this Deed and any Supplemental Security Agreement;

**Security Interest** means any mortgage, charge, pledge, lien, assignment, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**Security Period** means the period beginning on the date of this Deed and ending on the date on which all Secured Liabilities which may become or have become due have been unconditionally and irrevocably paid and discharged in full;

**Subsidiary** means:

- (a) a subsidiary within the meaning of Section 1159 of the Companies Act 2006; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006;

**Substitute Property** means a freehold or leasehold property approved by the Trustees pursuant to Clause 20 (Substitution of Property) in their absolute discretion and in relation to which the conditions set out in Schedule 4 (Conditions precedent to substitution) have been satisfied;

**Supplemental Security Agreement** means a security agreement supplemental to this Deed executed by the Chargor in favour of the Trustees containing a charge by way of legal mortgage over a Substitute Property;

**Tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

**Tax Deduction** means a deduction or withholding for or on account of Tax from a payment under this Deed;

**Valuation** means a valuation of the Chargor's interest in the Mortgaged Property by the Valuer, addressed to the Trustees and prepared on the basis of the market value as that term is defined in the then current Statements of Asset Valuation Practice and Guidance Notes issued by the Royal Institution of Chartered Surveyors; and

**Valuer** means Mellersh & Harding LLP or any other surveyor or valuer appointed by the Trustees.

## 1.2 Construction

- (a) In this Deed unless the contrary intention appears, a reference to:
  - (i) **assets** includes present and future properties, revenues and rights of every description and includes uncalled capital;

- (ii) an **authorisation** includes an authorisation, consent, approval, resolution, licence, exemption, filing, registration or notarisation;
  - (iii) **disposal** means a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary, and **dispose** will be construed accordingly;
  - (iv) **this Security** means any Security Interests created by this Deed and any Supplemental Security Agreement;
  - (v) a **person** includes any individual, firm, company, corporation, unincorporated association or body (including a partnership, trust, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;
  - (vi) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being of a type with which persons to which it applies are accustomed to comply) of any governmental, inter-governmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
  - (vii) **Sterling or £** is a reference to the lawful currency for the time being of the United Kingdom;
  - (viii) a **provision of law** is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
  - (ix) a **Clause**, a **Subclause**, a **Paragraph**, a **Subparagraph** or a **Schedule** is a reference to a clause, a subclause, a paragraph or a subparagraph of, or a schedule to, this Deed;
  - (x) a **Party** or any other person includes its successors in title, permitted assigns and permitted transferees and this Deed shall be binding on and enforceable by any person who is for the time being a trustee of the Scheme including any person who succeeds or replaces a trustee of the Scheme (and this Clause 1.2(a)(x) shall be in addition to, and not affect, the provisions of the Trustee Act dealing with transfers of assets and liabilities from one trustee to another);
  - (xi) **this Deed** (or any specified provision of it) or any other document shall be construed as a reference to this Deed, that provision or that document as in force for the time being and as amended, restated, varied, supplemented or novated from time to time;
  - (xii) **including** shall not be construed narrowly but be taken as reading **including without limitation**;
  - (xiii) a **time of day** is a reference to London time; and
  - (xiv) words importing the singular shall include the plural and vice versa.
- (b) An Event of Default is "**continuing**" if it has not been waived.

- (c) Unless the contrary intention appears, a reference to a **month** or **months** is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:
  - (i) if the numerically corresponding day is not a Business Day, the period will end on the next Business Day in that month (if there is one) or the preceding Business Day (if there is not);
  - (ii) if there is no numerically corresponding day in that month, that period will end on the last Business Day in that month; and
  - (iii) notwithstanding Clause 1.2(c)(i) above, a period which commences on the last Business Day of a month will end on the last Business Day in the next month or the calendar month in which it is to end, as appropriate.
- (d) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and, notwithstanding any term of this Deed, no consent of any third party is required for any variation (including any release or compromise of any liability) or termination of this Deed. As contemplated by Clause 1.2(a)(x) above, any person who is for the time being a trustee of the Scheme may enforce or enjoy the benefit of any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- (e) If the Trustees consider that an amount paid to them under this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.
- (g) The headings in this Deed do not affect its interpretation.
- (h) It is intended by the Parties that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

## **2. COVENANT TO PAY**

The Chargor must, on demand following the occurrence of any Insolvency Event, pay or discharge the Secured Scheme Liabilities when due.

## **3. CREATION OF SECURITY**

### **3.1 General**

- (a) All the Security Interests created under this Deed:
  - (i) are created in favour of the Trustees;
  - (ii) are created over present and future assets of the Chargor;
  - (iii) are continuing security for the payment of all the Secured Liabilities; and

- (iv) are made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document:
  - (i) the Chargor must notify the Trustees promptly;
  - (ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself; and
  - (iii) unless the Trustees otherwise require, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.
- (c) The obligations of the Chargor under this Deed shall survive the enforcement of the whole or any part of the Security Assets.

### **3.2 Charge**

- (a) The Chargor charges and agrees to charge:
  - (i) by way of a first legal mortgage the real property specified in Schedule 2 (Real Property);
  - (ii) its interest in the Relevant Contracts;
  - (iii) all claims under and all proceeds of all policies of insurance in respect of the Security Assets which are at any time held by or written in favour of the Chargor or in which the Chargor from time to time has an interest;
  - (iv) to the extent that the Rental Income is not effectively assigned under Clause 3.3 (Assignment), by way of first fixed charge, all Rental Income;
  - (v) the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any Fixtures and fittings now or in future on the Mortgaged Property; and
  - (vi) all future easements, licences and other rights at any time vested in the Chargor in connection with the Mortgaged Property.
- (b) A reference in this Subclause 3.2 to a mortgage or charge of any freehold, leasehold or other immovable property includes:
  - (i) all buildings, fixtures, fittings and fixed plant and machinery and Fixtures on that property; and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

### **3.3 Assignment**

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

- (a) all of its rights in respect of all Rental Income;
- (b) all of its rights, title, interest and benefit in and to the Contract Claims;
- (c) the Disposal Proceeds; and
- (d) all causes of action and other rights and remedies in which it has an interest at any time.

### **3.4 Limit on amount recoverable**

- (a) The total amount which may be:
  - (i) recovered from the Chargor pursuant to any Demands in relation to any Company's Secured Scheme Liabilities; and/or
  - (ii) applied by the Trustees against any Company's Secured Scheme Liabilities from any Net Enforcement Proceeds,

shall not exceed an amount equal to the entire aggregate liability (on the reference date) of every employer (within the meaning set out in Section 318 of the Pensions Act 2004 and regulations made thereunder) in relation to the Scheme, were a debt under Section 75 of the Pensions Act 1995 to have become due on the reference date (where reference date means the date of the Insolvency Event to which (1) the relevant Demand relates or (as the case may be) (2) the relevant application of Net Enforcement Proceeds relates (including as contemplated by Clause 17.6(b) (Appropriations)) or, in either case if earlier, on the calculation date for debt due under Section 75 of the Pensions Act 1995 as nominated by the Trustees following the start of the winding up of the Scheme.

- (b) Any Demand, and/or payment by the Chargor pursuant to any Demand, and/or any application of Net Enforcement Proceeds (including as contemplated by Clause 17.6(b) (Appropriations)) shall not reduce the amount referred to in Clause 3.4(a) above.
- (c) The Trustees shall determine (acting reasonably) at the cost of the Chargor, using such legal, financial, accounting, pensions or other professional adviser(s) as the Trustees may select, the amount referred to in Clause 3.4(a)(i) above by reference to Section 75 of the Pensions Act 1995 and shall notify the Chargor of such determination. The Chargor shall on demand reimburse the Trustees for any costs and expenses incurred by the Trustees in relation to such determination.

## **4. PAYMENTS**

### **4.1 Funds**

Payments under this Deed to the Trustees must be made for value on the due date at such times and in such funds as the Trustees may specify to the Chargor as being customary at the time for the settlement of transactions in the relevant currency in the place for payment.

### **4.2 Currency**

Any amount payable under this Deed is payable in Sterling.

**4.3 No set-off or counterclaim**

All payments made by the Chargor under this Deed shall be calculated and must be made without (and be free and clear of any deduction for) set-off or counterclaim.

**4.4 Business Days**

If a payment under this Deed is due on a day which is not a Business Day, the due date for that payment will instead be the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

**5. REPRESENTATIONS**

**5.1 Representations**

The representations set out in this Clause 5 are made by the Chargor to the Trustees.

**5.2 Status**

(a) It is a limited liability company, duly incorporated and validly existing under the laws of its jurisdiction of incorporation.

(b) It has the power to own its assets and carry on its business as it is being conducted.

**5.3 Powers and authority**

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

(b) No limit on its powers will be exceeded as a result of the grant of this Deed.

**5.4 Legal validity**

Subject to the Reservations, the obligations expressed to be assumed by it in this Deed are legal, binding, valid and enforceable obligations.

**5.5 Non-conflict**

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

(a) any law or regulation applicable to it;

(b) its constitutional documents; or

(c) any document which is binding upon it or any of its assets or constitute a default or termination event (howsoever described) under any such document.

**5.6 No insolvency**

To the knowledge of the Company, no Insolvency Proceedings or Creditors' Process have been taken or threatened in relation to it and no Insolvency Event applies to the Company.

**5.7 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 the foregoing, would constitute) a default or termination event (howsoever described) under any document which is binding on it or any of its assets to an extent or in a manner which has or is reasonably likely to have a Material Adverse Effect.

**5.8 Authorisations**

All authorisations required by it in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Deed have been obtained or effected (as appropriate) and are in full force and effect, including any consent required under any Headlease.

**5.9 Litigation**

No litigation, arbitration or administrative proceedings are current or, to its knowledge, pending or threatened against it or any of its Subsidiaries, which have or, if adversely determined, are reasonably likely to have a Material Adverse Effect.

**5.10 Nature of security**

- (a) Subject to the Reservations, this Deed creates those Security Interests it purports to create and is not liable to be amended or otherwise set aside in the insolvency, liquidation or administration of the Chargor or otherwise.
- (b) The Security Interests created by this Deed constitute a first priority Security Interest over the Security Assets and the Security Assets are not subject to any prior or pari passu Security Interest.

**5.11 Information for Certificate of Title**

- (a) The information provided by it or on its behalf to the lawyers who prepared any Certificate of Title for the purpose of that Certificate of Title was true in all material respects at the date it was expressed to be given.
- (b) The information referred to in Clause 5.11(a) above was, at the date it was expressed to be given, complete in all material respects and did not omit any information which, if disclosed, would make that information untrue or misleading in any material respect.
- (c) As at the date of this Deed, nothing has occurred since the date of any information referred to in Paragraph 5.11(a) above which, if disclosed at today's date, would make that information untrue or misleading in any material respect.

**5.12 Title**

Except as disclosed in any Certificate of Title:

- (a) it is the sole legal and beneficial owner of the Mortgaged Property and the Rental Income;

- (b) no breach of any law or regulation is outstanding which affects or might reasonably be expected to affect materially the value of the Mortgaged Property;
- (c) there are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever affecting the Mortgaged Property;
- (d) nothing has arisen or has been created or is subsisting which would be an overriding interest, or an unregistered interest which overrides first registration or registered dispositions, over the Mortgaged Property;
- (e) no facilities necessary for the enjoyment and use of the Mortgaged Property are enjoyed by the Mortgaged Property on terms entitling any person to terminate or curtail its use;
- (f) it has received no notice of any adverse claims by any person in respect of the ownership of the Mortgaged Property or any interest in it, nor has any acknowledgement been given to any person in respect of the Mortgaged Property; and
- (g) the Mortgaged Property is held by it free from any Security Interest or any tenancies or licences other than Approved Tenancies.

#### **5.13 Valuation**

- (a) All information supplied by it or on its behalf to the Valuer for the purposes of each Valuation was true and accurate as at its date or (if appropriate) as at the date (if any) at which it is stated to be given.
- (b) any financial projections contained in the information referred to in Clause 5.13(a) above have been prepared as at their date, on the basis of recent historical information and assumptions believed by it, at that time, to be fair and reasonable;
- (c) it has not omitted to supply any information which, if disclosed, would reasonably be expected to adversely affect the Valuation; and
- (d) as at the date of this Deed, nothing has occurred since the date information referred to in Clause 5.13(a) above was supplied which, if it had occurred prior to the Valuation, would adversely affect the Valuation.

#### **5.14 Environmental matters**

- (a) The Chargor is in compliance with Clause 6.7 (Environmental matters) and no circumstances have occurred which would prevent such compliance in a manner or to an extent which has or is reasonably likely to have a Material Adverse Effect.
- (b) No Environmental Claim has been commenced or is threatened against the Chargor.
- (c) No dangerous substance has been used, disposed of, generated, stored, dumped, released, deposited, buried or emitted at, on, from or under the Mortgaged Property.

#### **5.15 Centre of main interest and establishments**

For the purposes of the Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) as amended by the Insolvency

(Amendment) (EU Exit) Regulations 2019 SI 2019/146 and for the purposes of The Cross-Border Insolvency Regulations 2006, SI 2006/1030 (the "UNCITRAL Implementing Regulations"), the Chargor has its "centre of main interests" in England and Wales and it has no "establishment", as that term is used in the UNCITRAL Implementing Regulations, in any other jurisdiction.

#### **5.16 Times for making representations**

- (a) The representations set out in this Clause 5 are made by the Chargor on the date of this Deed.
- (b) The representations set out in this Clause 5 (other than those in Clauses 5.11(c), 5.12(g) and 5.13(d)) are deemed to be repeated by the Chargor on 31 March and 1 April of each year during the Security Period.
- (c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition.

### **6. COVENANTS**

#### **6.1 General**

The Chargor agrees to be bound by the covenants set out in this Clause 6 so long as any Secured Liabilities are outstanding.

#### **6.2 Notification of breach**

The Chargor must notify the Trustees of any breach of any of the provisions of this Deed promptly upon becoming aware of its occurrence.

#### **6.3 Authorisations**

The Chargor must promptly obtain, maintain and comply with the terms of any authorisation required under any law or regulation to enable it to perform its obligations under, or for the validity or enforceability of, this Deed.

#### **6.4 Compliance with laws**

The Chargor must comply in all respects with all laws to which it is subject where failure to do so has or is reasonably likely to have a Material Adverse Effect.

#### **6.5 Pari passu ranking**

The Chargor must ensure that its payment obligations under this Deed rank at least pari passu with all its other present and future unsecured payment obligations, except for obligations mandatorily preferred by laws of general application to companies.

#### **6.6 Disposals and negative pledge**

The Chargor must not:

- (i) create, purport to create or permit to subsist any Security Interest on any Security Asset (other than this Security); or

- (ii) sell, assign, transfer, licence, lease or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interests in, any Security Asset.

#### **6.7 Environmental matters**

- (a) The Chargor must:
  - (i) obtain all Environmental Approvals required to be obtained by it in respect of the Security Assets;
  - (ii) comply in all material respects with any Environmental Approval or Environmental Law applicable to it in respect of the Security Assets;
  - (iii) ensure that the Trustees do not incur any liability by reason of any breach by the Chargor of any Environmental Law or Environmental Approval; and
  - (iv) promptly upon becoming aware notify the Trustees of:
    - (A) any Environmental Claim current or, to its knowledge, pending or threatened in respect of the Security Assets; or
    - (B) any circumstances reasonably likely to result in an Environmental Claim in respect of the Security Assets.
- (b) The Chargor must indemnify each Trustee against any loss or liability which:
  - (i) that Trustee incurs as a result of any actual or alleged breach of any Environmental Law or Environmental Approval by any person; and
  - (ii) which would not have arisen if this Deed had not been entered into,unless it is caused by that Trustee's gross negligence or wilful misconduct.

#### **6.8 Repair**

The Chargor must:

- (a) keep the Premises and all fixed and movable plant, machinery, fixtures, fittings, cables, wires, drains, pipes and sanitary, water and other services comprised in them (in so far as the same are owned by the Chargor or their maintenance and repair is the responsibility of the Chargor) in good and substantial repair, condition;
- (b) not, without the prior written consent of the Trustees (such consent not to be unreasonably withheld or delayed), alter, pull down, remove or dispose of any of the Premises and/or the items referred to in Clause 6.8(a) except in the ordinary course of repair, maintenance or improvement, if doing so would or might reasonably be expected to have an adverse effect on the value of the Mortgaged Property or otherwise result in a Material Adverse Effect; and
- (c) keep the Fixtures and all plant and machinery owned by it and which are in or on the Premises in a good state of repair and in good working order and condition.

## 6.9 Insurance

- (a) In this Clause 6.9:

**“Chargor Insurances”** means any insurances to be effected and maintained by the Borrower in compliance with its obligations under this Clause 6.9 (but excluding, for the avoidance of doubt, any Landlord Insurances)

**“Landlord Insurances”** means any insurances to be effected and maintained by or on behalf of any landlord pursuant to any Headlease (or any other reversionary interest in the Property).

- (b) Where any of the Insured Property Assets are held on a leasehold basis by the Chargor and the terms of the applicable Headlease require that the Chargor's landlord or any landlord in reversion insure that Insured Property Asset (a "Landlord Policy") then the Chargor shall use all reasonable but commercially prudent endeavours to procure that the relevant landlord comply with its obligations under the relevant Headlease in favour of the Chargor as to the placing on risk of such a Landlord Policy.
- (c) If and to the extent that the Chargor has complied with its obligations under Clause 6.9(b), no Landlord Policy is effected which complies with the terms of Clauses 6.9(d), 6.9(e) and 6.9(h) the Chargor shall procure (in so far as the same shall be available on reasonable terms and at a reasonable premium in the UK insurance market) such additional Chargor Insurances as may be required to procure compliance with the terms of Clauses 6.9(d), 6.9(e) and 6.9(h) .
- (d) Any Chargor Insurances effected and maintained by the Chargor must be in a sum or sums not less than the replacement value of the Insured Property Assets. For this purpose, replacement value means the total cost of entirely rebuilding, reinstating or replacing those Insured Property Assets in the event of their being completely destroyed, together with architects', surveyors' fees and any other professional fees which would be considered reasonably necessary in the circumstances.
- (e) Any Chargor Insurances required to be effected and maintained by the Chargor under this Clause 6.9 must be and remain:
- (i) in an amount and form acceptable to the Trustees (acting reasonably); and
  - (ii) with an insurance company or underwriter that is acceptable to the Trustees (acting reasonably).
- (f) If the Trustees give notice to the Chargor that the insurance company or underwriter in respect of any Chargor Insurances has ceased to be acceptable to them (acting reasonably) pursuant to Clause 6.9(e), the Chargor shall (in so far as the same shall be available on reasonable terms and at a reasonable premium in the UK insurance market) put in place replacement Chargor Insurances in accordance with this Clause 6.9 with an insurance company or underwriter that is reasonably acceptable to the Trustees by the date which is the earlier of the date of the expiry of the relevant policy and the date falling sixty (60) days after the date of the notice from the Trustees.

- (g) The Chargor shall procure that, either:
  - (i) all moneys received or receivable by the Chargor and/or any Subsidiary under any Chargor Insurances in respect of the Insured Property Assets must be applied:
    - (A) in replacing, restoring or reinstating the Insured Property Assets destroyed or damaged or in any other manner which the Trustees may agree; or
    - (B) after an Event of Default has occurred, if the Trustees so direct and the terms of the relevant insurances allow, in or towards satisfaction of the Secured Liabilities; or
  - (ii) the Trustees are named as co-insured on all Chargor Insurances in respect of the Insured Property Assets and are named as first loss payee in respect of all claims under such insurance policies.
- (h) The Chargor shall ensure that each Chargor Insurances contain:
  - (i) a standard mortgagee clause under which the insurance will not be vitiated or avoided as against the Trustees as a result of any misrepresentation, act or neglect or failure to disclose on the part of any insured party or any circumstances beyond the control of an insured party; and
  - (ii) terms providing that it will not, so far as the Trustees are concerned, be invalidated for failure to pay any premium due without the insurer giving to the Trustees not less than fourteen (14) days' notice in writing.
- (i) The Chargor must not do or permit anything to be done which may make void or voidable any policy of insurance in connection with any Insured Property Asset.
- (j) The Chargor must promptly pay all premiums and do all other things necessary to keep each Chargor Insurances in force.
- (k) The Chargor must, immediately on demand by the Trustees, produce to the Trustees the policy, certificate or cover note relating to any Chargor Insurances policy in respect of the Insured Property Assets and the receipt for the payment of any premium for any such insurance policy.
- (l) Where any of the Insured Property Assets shall be insured under a Landlord Policy the Chargor shall:
  - (i) comply with all obligations in the relevant Headlease relating to such Landlord Policy;
  - (ii) following a request from the Trustees, use reasonable endeavours to procure from the relevant landlord a copy of the policy, certificate or cover note relating to any Landlord Policy and the receipt for the payment of any premium for any such insurance policy and to promptly provide copies of the same to the Trustees;

- (iii) promptly notify the Trustees of any possible claim which the Chargor may make either under a Landlord Policy or the relevant Headlease (a "Relevant Claim");
- (iv) following approval of such course of action by the Trustees (such approval not to be unreasonably withheld or delayed) with respect of any Relevant Claim, notify the landlord of the Relevant Claim and to use all reasonable and commercially prudent steps to pursue such Relevant Claim; and
- (v) where the subject matter of the Relevant Claim shall exceed a sum of £10,000, not settle any claim without the prior approval of the Trustees (such approval not to be unreasonably withheld or delayed).

#### **6.10 Valuations**

- (a) The Chargor must, on or before the date of this Deed, provide a Valuation to the Trustees.
- (b) The Trustees may request any additional Valuation at any time.
- (c) The Chargor must on demand by the Trustees pay the costs of any Valuation requested by the Trustees:
  - (i) where the Trustees reasonably consider that there may have been a material reduction in the value of the Mortgaged Property; or
  - (ii) at any time when an Event of Default is outstanding.
- (d) The Chargor must supply to the Trustees a copy of any valuation of any Security Asset it obtains, promptly upon obtaining it.
- (e) Any Valuation not referred to at Clauses 6.10(a) or 6.10(c) shall be at the cost of the Trustees.

#### **6.11 No structural alterations**

The Chargor shall ensure that neither it nor any other person makes any structural alteration to the Mortgaged Property which materially and adversely affects the value of the Mortgaged Property without the prior written consent of the Trustees.

#### **6.12 Title covenants**

The Chargor shall procure that all material covenants, agreements, obligations, stipulations and conditions now or at any time:

- (a) affecting the Mortgaged Property or its use or enjoyment (so far as the same subsist and are capable of being enforced) shall be observed and performed; and
- (b) benefiting the Mortgaged Property shall be enforced and such obligations shall not be waived, varied or released by the Chargor, or any agreement made by the Chargor to do the same,

including those contained in any Headlease and/or those contained in any agreements, assignments, contracts, conveyances, grants and other deeds and documents for the time being

binding on the Chargor or affecting the Mortgaged Property or the use or enjoyment of the Mortgaged Property and the Chargor shall not take or omit to take any action of any kind whereby any interest or estate in the Mortgaged Property may suffer a Material Adverse Effect.

#### **6.13 Pay Outgoings**

The Chargor shall:

- (a) punctually pay or procure to be paid all rates, rents, taxes, levies, charges, duties, assessments, impositions and outgoings and other sums payable out of or in respect of the Mortgaged Property or any carbon dioxide emissions associated with it and provide to the Trustees, when required, proof of such payment; and
- (b) indemnify, or procure the indemnification of, the Trustees on demand against all existing and future rents, taxes, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever,

whether imposed by deed or by statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character which now or at any time during the continuance of this Security are payable in respect of the Mortgaged Property or any part of it.

#### **6.14 Compliance With Leases**

The Chargor must:

- (a) perform all the material terms on its part contained in any Occupational Lease and enforce those on the part of the occupational tenant where failure to do so might have a Material Adverse Effect;
- (b) perform all the terms on its part contained in any Headlease and (except where failure to do so could not have a Material Adverse Effect) enforce those on the part of the landlord;
- (c) not do or allow to be done any act as a result of which any Headlease may become liable to forfeiture or otherwise be terminated; and
- (d) not surrender whole or part or vary the terms of any Headlease without the prior approval of the Trustees (such approval not to be unreasonably withheld or delayed).

#### **6.15 Compliance with applicable laws and regulations**

The Chargor must:

- (a) perform all its obligations under any law or regulation in any way related to or affecting the Mortgaged Property;
- (b) not suffer to be done on the Mortgaged Property anything which shall cause, constitute or contribute to any breach of the Town and Country Planning Act 1990 and any other legislation relating to town and country planning in force from time to time or any orders or regulations made under them; and

- (c) not apply for any planning consent for development or change of use of the Mortgaged Property or any part of it without the Trustees' prior consent (such consent not to be unreasonably withheld or delayed).

#### **6.16 Notices**

The Chargor must, within fourteen (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 with respect to the Mortgaged Property (or any part of it):

- (a) deliver a copy to the Trustees; and
- (b) inform the Trustees of the steps taken or proposed to be taken to comply with the relevant requirement.

#### **6.17 Leases**

- (a) The Chargor must not without the consent of the Trustees (such consent not to be unreasonably withheld or delayed) grant or agree to grant (whether in exercise or independently of any statutory power) or vary or agree to vary any Occupational Lease or any part of it or accept a surrender of any Occupational Lease or confer upon any person any contractual licence or right to occupy the Mortgaged Property provided that this Clause 6.17 shall not apply to an Approved Tenancy.
- (b) The charger shall notify the Trustees within 28 days of the grant of any Approved Tenancy and provide true copies of the various letting documents.

#### **6.18 H.M. Land Registry**

The Chargor authorises the Trustees to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estate:

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 5 December 2023 in favour of ANTHONY GRAHAM BRUCE, CHAKER MOHAMMAD CHAMSI-PASHA, ABDELSALAM EL-IDRISSI, DAVID GRACE, ROBERT BLACKBURN GRAY and TERENCE JOHN STONE (as trustees of the ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT BENEFITS PLAN) referred to in the charges register or their conveyancer."*

#### **6.19 Minimum energy efficiency standards**

The Chargor must:

- (a) provide to the Trustees copies of all energy performance certificates and recommendation reports from time to time prepared or obtained by or on behalf of the Chargor that relate to the Mortgaged Property;
- (b) notify the Trustees immediately upon becoming aware of any Mortgaged Property being or becoming "sub-standard" for the purposes of The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015; and

- (c) comply with all reasonable requirements of the Trustees in relation thereto and preventing or remedying any material adverse effect on the Valuation of the Mortgaged Property.

**6.20 Access**

The Chargor must permit (or procure the permission of any tenant in possession of the Mortgaged Property) the Trustees and any person nominated by them at all reasonable times to enter any part of the Mortgaged Property and view the state of it.

**6.21 Commonhold**

The Chargor shall not convert any freehold estate comprised in the Mortgaged Property to a freehold estate in commonhold under Part 1 of the Commonhold and Leasehold Reform Act 2002.

**6.22 Investigation of title**

The Chargor must grant the Trustees or their lawyers on request all facilities within the power of the Chargor to enable the Trustees or their lawyers (at the expense of the Chargor) to:

- (a) carry out investigations of title to the Mortgaged Property; and
- (b) make such enquiries in relation to any part of the Mortgaged Property as a prudent mortgagee might carry out

in each case whilst an Event of Default is continuing or the Trustees reasonably consider that an Event of Default has occurred and is continuing.

**6.23 Power to remedy**

- (a) If the Chargor fails to perform any covenant in this Clause 6 affecting the Mortgaged Property, the Chargor must allow the Trustees or their agents and contractors:
  - (i) to enter any part of the Mortgaged Property (for the purpose of exercising their rights under this Clause 6.23 only);
  - (ii) to comply with or object to any notice served on the Chargor in respect of the Mortgaged Property; and
  - (iii) to take any action as the Trustees may reasonably consider necessary to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- (b) The Chargor must immediately on request by the Trustees pay the costs and expenses of the Trustees or their agents and contractors properly incurred in connection with any action taken by them under this Subclause.

**6.24 Notices to tenants and landlords**

The Chargor must:

- (a) immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (Forms of letter for occupational tenants), on each tenant of the Mortgaged Property;

- (b) use its reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (Forms of letter for occupational tenants); and
- (c) where required under the terms of any Headlease, give notice to the landlord of the Mortgaged Property of the completion of this Deed.

#### **6.25 Negotiations with local or other authority**

The Chargor shall not conduct any negotiations or make any agreement with any local or other authority concerning the acquisition of the Mortgaged Property without the consent of the Trustees.

#### **6.26 Notifiable events**

- (a) The Chargor shall promptly notify the Trustees upon becoming aware that:
  - (i) any event has occurred in respect of a Company or the Chargor which would (or would if the Chargor were an employer in relation to the Scheme within the meaning set out in Section 318 of the Pensions Act 2004 and regulations made thereunder) require notification to the Pensions Regulator in accordance with Section 69 of the Pensions Act 2004 and any regulations and directions made thereunder;
  - (ii) any representation made or deemed to be made by the Chargor under this Deed is or proves to have been incorrect or misleading when made or deemed to be made; and
  - (iii) any representation made by the Chargor under this Deed would be (if it were deemed to be repeated at any time) incorrect or misleading when made or deemed to be made.
- (b) If on or about 28 February of each year, the Chargor is aware that any representation which is to be repeated under Subclause 5.16(b) (Times for making representations) will be or is reasonably likely to be incorrect or misleading when repeated pursuant to Subclause 5.16(b) (Times for making representations), the Chargor shall promptly notify the Trustees.

### **7. DEFAULT**

#### **7.1 Events of Default**

Each of the events set out in this Clause 7 is an Event of Default.

#### **7.2 Breach of this Deed**

The Chargor does not comply with any term of this Deed unless the non-compliance is capable of remedy and:

- (a) in the case of a failure to pay caused by an administrative or technical error and payment is made within (3) three Business Days of its due date; or
- (b) in any other case, is remedied within fourteen (14) days of the earlier of: (1) the Trustees giving notice; and (2) the Chargor becoming aware of the non-compliance.

### **7.3 Misrepresentation**

A representation made or repeated by the Chargor in this Deed is incorrect or misleading in any material respect when made or deemed to be repeated, unless the circumstances giving rise to the misrepresentation:

- (a) are capable of remedy; and
- (b) are remedied within fourteen (14) days of the earlier of the Trustees giving notice and the Chargor becoming aware of the circumstances giving rise to the misrepresentation.

### **7.4 Insolvency**

An Insolvency Event occurs in respect of the Chargor.

### **7.5 Insolvency Proceedings**

- (a) Except as provided in Clause 7.5(b) below, any Insolvency Proceeding occurs in respect of the Chargor.
- (b) Clause 7.5(a) above does not apply to a petition for winding-up presented by a creditor which is being contested in good faith and is discharged or struck out within fourteen (14) days of being granted.

### **7.6 Creditors' process**

Any Creditors' Process occurs and affects any assets of the Chargor.

### **7.7 Cessation of business**

The Chargor ceases, or threatens to cease, to carry on business.

### **7.8 Effectiveness of this Deed**

- (a) It is or becomes unlawful for the Chargor to perform any of its obligations under this Deed.
- (b) This Deed is not effective in accordance with its terms or is alleged by the Chargor to be ineffective in accordance with its terms for any reason.
- (c) The Chargor repudiates this Deed or evidences an intention to repudiate this Deed.

### **7.9 Material Adverse Change**

Any event or series of events occurs which, in the opinion of the Trustees, has or is reasonably likely to have a Material Adverse Effect.

## **8. WHEN SECURITY BECOMES ENFORCEABLE**

### **8.1 Event of Default**

This Security will become immediately enforceable if an Event of Default occurs and is not remedied or waived within 14 Business Days of occurring.

## **8.2 Discretion**

After this Security has become enforceable, the Trustees may in their absolute discretion enforce all or any part of this Security in any manner they see fit.

## **8.3 Power of sale**

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

## **9. ENFORCEMENT OF SECURITY**

### **9.1 General**

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Trustees are extended so as to authorise the Trustees to lease, make agreements for leases, accept surrenders of leases and grant options as the Trustees may think fit and without the need to comply with any provision of Section 99 or 100 of the Act.

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

No Trustee nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

### **9.3 Privileges**

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

### **9.4 Protection of third parties**

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

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Trustees or a Receiver is/are purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due in respect of the Secured Liabilities;
- (d) how any money paid to a Trustee or to that Receiver is to be applied; or
- (e) about any propriety or regularity on the part of a Trustee or of a Receiver in relation to any of the dealings referred to in this Clause 9.

## **9.5 Redemption of prior mortgages**

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

## **10. RECEIVER**

### **10.1 Appointment of Receiver**

- (a) Except as provided below, the Trustees may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
  - (i) this Security has become enforceable; or
  - (ii) the Chargor so requests the Trustees in writing at any time.
- (b) Any appointment under Clause 10.1(a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under Section 109(1) of the Act) does not apply to this Deed.
- (d) The Trustees are not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986.

### **10.2 Removal**

The Trustees may by writing (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by them and may, whenever they think fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

### **10.3 Remuneration**

The Trustees may fix the remuneration of any Receiver appointed by them from time to time, the maximum rate specified in Section 109(6) of the Act will not apply and the remuneration of the Receiver shall be a debt secured by this Deed which shall be due and payable immediately upon its being paid by the Trustees.

#### **10.4 Agent of the Chargor**

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) The Trustees will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

#### **10.5 Relationship with Trustees**

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

### **11. POWERS OF RECEIVER**

#### **11.1 General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 11 in addition to those conferred on it by any law; this includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

#### **11.2 Possession**

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

#### **11.3 Employees**

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargor solely in connection with the Mortgaged Property.

#### **11.4 Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration

may be payable in a lump sum or by instalments spread over any period which he thinks fit.

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

#### **11.5 Leases**

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

#### **11.6 Works**

A Receiver may alter, improve, develop, complete, construct, modify, refurbish or repair any building or land comprising the Security Assets and may abandon, complete or undertake or concur in the completion or undertaking (with or without modification) of any project affecting the Security Assets in which the Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land).

#### **11.7 Compromise**

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

#### **11.8 Legal Actions**

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

#### **11.9 Receipts**

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

#### **11.10 Delegation**

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

#### **11.11 Protection of Assets**

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation in connection with any Security Asset; and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation in respect of any Security Asset.

in each case as he thinks fit.

#### **11.12 Other powers**

A Receiver may:

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

#### **12. APPLICATION OF PROCEEDS**

- (a) Any moneys received by the Trustees or any Receiver after this Security has become enforceable must be applied in the following order of priority:
  - (i) in or towards payment of or provision for all costs and expenses incurred by the Trustees or any Receiver under or in connection with this Deed, of all remuneration due to any Receiver under or in connection with this Deed and the discharge of any liabilities incurred by any Receiver in, or incidental to, the exercise of any of their powers;
  - (ii) in or towards payment of or provision for the Secured Liabilities; and
  - (iii) in payment of the surplus (if any) to the Chargor or other person entitled to it.
- (b) This Clause 12 is subject to the payment of any claims having priority over this Security. This Clause 12 does not prejudice the right of the Trustees to recover any shortfall from the Chargor.

#### **13. EXPENSES AND INDEMNITY**

##### **13.1 Amendment costs**

If the Chargor requests an amendment, waiver or consent, or delivers any Proposals, the Chargor shall, within (3) three Business Days of demand, reimburse the Trustees for the amount of all costs and expenses (including legal fees) reasonably incurred by the Trustees in responding to, evaluating, negotiating or complying with that request or those Proposals.

##### **13.2 Enforcement and preservation costs**

The Chargor shall, within (3) three Business Days of demand, pay to the Trustees the amount of all costs and expenses (including legal fees) incurred by the Trustees in connection with the enforcement of or the preservation of any rights under this Deed, or this Security and any proceedings instituted in any jurisdiction by or against the Trustees as a consequence of taking, holding or enforcing this Deed, or this Security.

### **13.3 Stamp taxes and fees**

The Chargor shall pay and, within (3) three Business Days of demand, indemnify the Trustees against any cost, loss or liability that the Trustees incur in relation to all stamp duty, stamp duty land tax, registration and other similar Tax and fees payable in respect of this Deed.

### **13.4 Chargor default**

The Chargor shall, within (3) three Business Days of demand, indemnify the Trustees against any cost, expense loss or liability incurred by the Trustees as a result of:

- (a) the occurrence of any Event of Default in relation to the Chargor;
- (b) investigating any event which it reasonably believes is an Event of Default in relation to the Chargor;
- (c) the use or occupation by any person of the Security Assets (including any Environmental Claim); or
- (d) any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed.

### **13.5 Value Added Taxes**

- (a) Any amount payable under this Deed by the Chargor is exclusive of any value added tax or any other Tax of a similar nature which might be chargeable in connection with that amount. If any such Tax is chargeable, the Chargor must pay to the Trustees (in addition to and at the same time as paying that amount) an amount equal to the amount of that Tax and the Trustees shall provide the Chamber with a suitable VAT invoice as required by the relevant legislation.
- (b) If the Chargor is required by this Deed to reimburse or indemnify the Trustees for any cost or expense, the Chargor shall reimburse or indemnify (as the case may be) the Trustees for the full amount of such cost or expense, including such part thereof as a value added tax or any other Tax of a similar nature, save to the extent that the Trustees are entitled to a credit or repayment in respect of such Tax from the relevant tax authority.

### **13.6 Tax gross-up**

- (a) The Chargor must make all payments to be made by it under this Deed without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) If the Chargor is aware or becomes aware that it must make a Tax Deduction on any amount payable by the Chargor under this Deed (or that there is a change in the rate or the basis of a Tax Deduction), it must promptly notify the Trustees.
- (c) If a Tax Deduction is required by law to be made by the Chargor or the Trustees, the amount of the payment due from the Chargor will be increased to an amount which (after making the Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

- (d) If the Chargor is required to make a Tax Deduction, the Chargor must make the minimum Tax Deduction required by law and must make any payment required in connection with that Tax Deduction within the time allowed by law.
- (e) Within thirty (30) days of making either a Tax Deduction or a payment required in connection with a Tax Deduction, the Chargor must deliver to the Trustees evidence satisfactory to them (acting reasonably) that the Tax Deduction has been made or (as applicable) the appropriate payment has been paid to the relevant taxing authority.

#### **14. DELEGATION**

##### **14.1 Power of attorney**

The Trustees or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by them or it under this Deed.

##### **14.2 Terms**

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

##### **14.3 Liability**

No Trustee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

#### **15. FURTHER ASSURANCES**

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

- (a) creating, perfecting or protecting any Security Interest intended to be created by this Deed; or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Trustees or any Receiver or any of their or its delegates or sub-delegates in respect of any Security Asset.

Including:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Trustees or their nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Trustees (acting reasonably) consider necessary.

#### **16. POWER OF ATTORNEY**

The Chargor, by way of security, irrevocably and severally appoints each Trustee, each Receiver and any of the foregoing's delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and

confirms whatever any attorney does or purports to do under its appointment under this Clause 16.

## **17. PRESERVATION OF SECURITY**

### **17.1 Continuing Security**

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

### **17.2 Reinstatement**

- (a) If any discharge, release or arrangement is made by the Trustees in whole or in part on the faith of any payment, security or other disposition which is avoided, set aside, refunded or reduced under any applicable law or proves to have been invalid or must be restored in insolvency, liquidation, administration or otherwise without limitation, the liability of the Chargor under this Deed will continue as if the discharge, release or arrangement had not occurred.
- (b) The Trustees may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

### **17.3 Waiver of defences**

The liabilities and obligations of the Chargor under this Deed shall remain in full force and effect and will not be affected by any act, omission, neglect, event or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to the Chargor or any Trustee) including:

- (a) any time, waiver, consent or other accommodation granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) 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;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amendment, novation, supplement, extension or restatement (however fundamental and whether or not more onerous, and of whatsoever nature) or replacement of this Deed and Secured Liability or any other document or security, including any agreement or document relating to the Scheme;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under this Deed, or any Secured Liability or any other document or security; or
- (h) any insolvency or similar proceedings.

#### **17.4 Chargor intent**

Without prejudice to the generality of Clause 17.3 (Waiver of defences) the Chargor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Secured Liabilities.

#### **17.5 Immediate recourse**

The Chargor waives any right it may have of first requiring any Trustee (or any trustee, agent or appointee on its behalf) to proceed against or enforce any other right or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law to the contrary.

#### **17.6 Appropriations**

Each Trustee (or any trustee, agent or appointee on its behalf) may at any time during the Security Period without affecting the liability of the Chargor under this Deed:

- (a)
  - (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Trustee (or any trustee or agent on its behalf) in respect of those amounts; or
  - (ii) apply and enforce the same in such manner and order as it sees fit (whether against those amounts 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 Net Enforcement Proceeds and any moneys received from the Chargor or on account of the Chargor's liability under this Deed including, without prejudice to the generality of the foregoing, until an Insolvency Event has occurred in relation to any Company.

#### **17.7 Non-competition**

Unless:

- (a) the Security Period has expired; or
- (b) the Trustees otherwise direct,

the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed:

- (i) be subrogated to any rights, security or moneys held, received or receivable by any Trustee;
- (ii) to claim any contribution or indemnity from any other guarantor of any Company's obligations or liabilities to make payments to the Scheme or in respect of any payment made or moneys received on account of the Chargor's liability under this Deed;

- (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Trustees in respect of any Company's obligations or liabilities to make payments to the Scheme, or under or pursuant to any other guarantee or security taken by the Trustees pursuant to or in connection with such obligations or liabilities of any Company;
- (iv) to bring legal or other proceedings for an order requiring any Company to make any payment, or perform any obligation, in respect of any Secured Liability;
- (v) to exercise any right of set-off against any Company; and/or
- (vi) to claim, rank, prove or vote as a creditor of any Company, or its estate in competition with the Trustees (or any trustee or agent on their behalf).

If the Chargor receives any payment, distribution, benefit or security in relation to such rights it shall hold that payment, distribution, benefit or security on trust for the Trustees and immediately pay or transfer the same to the Trustees or in accordance with any directions given by the Trustees.

#### **17.8 Additional security**

This Security is in addition to and is not in any way prejudiced or affected by, and shall not merge with any other judgment, guarantee, security, right or remedy now or subsequently obtained or held by the Trustees for the discharge and performance of any of the Secured Liabilities.

### **18. CHANGES TO THE PARTIES**

#### **18.1 Assignments and transfers by the Chargor**

The Chargor may not assign or transfer any of its rights and obligations under this Deed.

#### **18.2 Assignments and Transfers by the Trustees**

- (a) The Chargor acknowledges that:
  - (i) the rights and obligations of the Trustees under this Deed may be transferred in whole or in part to the Pension Protection Fund as a result of the operation of Section 161 of and Schedule 6 to the Pensions Act 2004; and
  - (ii) the rights and obligations under this Deed shall be binding upon and enure for the benefit of any person who is for the time being a trustee of the Scheme including any person who succeeds or replaces a trustee of the Scheme.
- (b) Each Trustee may at any time and from time to time (without consent of or notice to the Chargor) assign and/or transfer any or all of its rights and/or obligations under this Deed to any person or persons.

### **19. AMENDMENTS**

- (a) Any amendment of this Deed shall be in writing and signed by, or on behalf of, each Party.

- (b) Notwithstanding Clause 19(c) below, the Parties may agree any changes of any kind to this Deed (including to Clause 3.4), or to release the Chargor from this Deed, provided any such amendment or release is in writing and signed by, or on behalf of, each Party.
- (c) At any time while this Deed remains in force, but no more than once in any 12 month period, the Chargor may submit to the Trustees a written proposal (each a Proposal) to release the Chargor from its obligations.
- (d) The consent of the Trustees to a Proposal must not be unreasonably withheld or delayed, and in determining whether to provide consent, the Trustees shall have regard to (but not by way of limitation) the extent to which, on an Insolvency Event, the Chargor would become liable for a debt under Section 75 of the Pensions Act 1995 and its ability to pay or discharge the Secured Scheme Liabilities.
- (e) Subject to Clause 19(d) above, upon notice of consent being delivered by the Trustees to the Chargor, the Parties shall (at the Chargor's expense pursuant to Clause 13.1 (Amendment costs)) promptly take all steps and execute all documents reasonably specified by the Trustees to implement such Proposal.

## 20. SUBSTITUTION OF PROPERTY

- (a) The Chargor may, at any time, submit to the Trustees a request that there be substituted for any property forming part of the Mortgaged Property another property of not materially less value (the **Substitute Property**).
- (b) The Chargor shall supply such information in relation to the proposed Substitute Property as the Trustees shall request for the purpose of considering the Chargor's request. If the Trustees in their absolute discretion consent to the proposed substitution then, subject to receipt by the Trustees of the documents and other items listed in Schedule 4 (Conditions precedent to substitution) in form and substance satisfactory to the Trustees, the Substitute Property will become part of the Mortgaged Property and the property for which the Substitute Property is to be substituted shall be released from this Security.
- (c) This Clause 20 shall not apply if this Security has become enforceable.

## 21. REMEDIES AND WAIVERS

No failure to exercise nor any delay in exercising any right or remedy under this Deed against the Chargor shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

## **22. SET-OFF**

A Trustee may set off any matured obligation owed to it by the Chargor under this Deed (to the extent beneficially owned by that Trustee) against any obligation (whether or not matured) owed by that Trustee to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Trustee may convert either obligation at a market rate of exchange selected by it (acting reasonably) for the purpose of the set-off.

## **23. SEVERABILITY, REMEDIES AND WAIVERS**

- (a) If a term of this Deed is or becomes illegal, invalid or unenforceable in any respect in any jurisdiction, that shall not affect:
- (i) the legality, validity or enforceability in that jurisdiction of any other term of this Deed; or
  - (ii) the legality, validity or enforceability in other jurisdictions of that or any other term of this Deed.
- (b) No failure to exercise, nor any delay in exercising, on the part of any Trustee, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of any Trustee shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

## **24. COUNTERPARTS**

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

## **25. CERTIFICATES AND DETERMINATIONS**

Any certification or determination by the Trustees of an amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

## **26. NOTICES**

### **26.1 In Writing**

- (a) Any communication in connection with this Deed must be in writing and, unless otherwise stated, may be given in person, by post.
- (b) Unless it is agreed to the contrary, any consent or agreement required under this Deed must be given in writing.

### **26.2 Contact Details**

- (a) The contact details of the Chargor for this purpose are:

Address: 43 Upper Grosvenor Street, London, W1K 2NJ

Attention: SECRETARY GENERAL OF THE JOINT ARAB-BRITISH  
CHAMBER OF COMMERCE

(b) The contact details of the Trustees are:

Address: 43 Upper Grosvenor Street, London, W1K 2NJ

Attention: CHAIR OF TRUSTEES OF THE ARAB-BRITISH CHAMBER OF  
COMMERCE RETIREMENT BENEFITS PLAN

### **26.3 Effectiveness**

(a) Except as provided below, any communication in connection with this Deed will be deemed to be given as follows:

(i) if delivered in person, at the time of delivery; and

(ii) if posted, five (5) days after being deposited in the post, postage prepaid, in a correctly addressed envelope.

(b) A communication given under Clause 26.3(a) above but not received on a Business Day or after 5 p.m. on a Business Day will only be deemed to be given on the next Business Day.

### **27. LANGUAGE**

Any notice given in connection with this Deed must be in English.

### **28. GOVERNING LAW**

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

### **29. ENFORCEMENT**

#### **29.1 Jurisdiction**

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

(b) The Parties agree that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no Party will argue to the contrary.

#### **29.2 Waiver of Immunity**

The Chargor irrevocably and unconditionally:

(a) agrees not to claim any immunity from proceedings brought by a Trustee against it in relation to this Deed and to ensure that no such claim is made on its behalf;

(b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings;

- (c) waives generally all immunity it or its assets or revenues may otherwise have in any jurisdiction, including immunity in respect of:
  - (i) the giving of any relief by way of injunction or order for specific performance or for the recovery of assets or revenues; and
  - (ii) the issue of any process against its assets or revenues for the enforcement of a judgment or, in an action in rem, for the arrest, detention or sale of any of its assets and revenues; and
- (d) agrees that in any proceedings in England this waiver shall have the fullest scope permitted by the English State Immunity Act 1978 and that this waiver is intended to be irrevocable for the purposes of the English State Immunity Act 1978.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of this Deed.

**SCHEDULE 1**

**COMPANIES**

<b>Company name</b>	<b>Registration number</b>	<b>Address</b>
The Joint Arab-British Chamber of Commerce	01199402	43 Upper Grosvenor Street, London, W1K 2NJ

## SCHEDULE 2

### REAL PROPERTY

1. Leasehold land known as 43 Upper Grosvenor Street, London, W1K 2NJ held under a lease dated 24 March 1998 between (1) Grosvenor (Mayfair) Estate and (2) UBS Xanadu GP Limited and Rugby Union Estates Limited (trading as The Rugby Union Partnership) for a term of 125 years from 25 March 1998 together with all deeds and documents supplemental to the same as such lease is registered at today's date under title number NGL760757.
2. Leasehold land known as former airspace at basement and ground floor levels of 43 Upper Grosvenor Street, London, W1K 2NJ held under a lease dated 29 June 2007 between (1) Grosvenor West End Properties and (2) The Joint Arab-British Chamber of Commerce for a term from 29 June 2007 to 24 March 2123 together with all deeds and documents supplemental to the same as such lease is registered at today's date under title number NGL760757
3. Those rights of occupation held by the Chargor under a licence to occupy of terrace areas of 43 Upper Grosvenor Street, London, W1K 2NJ dated 29 June 2007 between (1) Grosvenor West End Properties and (2) The Joint Arab-British Chamber of Commerce together with all deeds and documents supplemental to the same.

**SCHEDULE 3**  
**FORMS OF LETTER FOR OCCUPATIONAL TENANTS**

**PART 1**

**NOTICE TO OCCUPATIONAL TENANT**

**[On the letterhead of the Chargor]**

To: [Occupational tenant]

[Date]

Dear Sirs,

Re: [Property]

**Security Agreement dated [●] between [Chargor]  
and [●] and [●] as trustees of the [● pension scheme] (the Security Document)**

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

This letter constitutes notice to you that under the Security Document we have assigned by way of security to [●] and [●] as trustees of the [● pension scheme] (the Trustees) all our rights under the Lease.

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

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

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

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

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

Yours faithfully,

For  
[CHARGOR]

**PART 2**

**ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT**

To: [●] and [●] as trustees of the [● pension scheme]

Attention: [●]

[Date]

Dear Sirs,

Re: [Property]

**Security Agreement dated [●] between [Chargor]  
and [●] and [●] as trustees of the [● pension scheme] (the Security Document)**

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

We accept the instructions contained in the Notice and agree to comply with the Notice.

We confirm that we:

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

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

Yours faithfully,

.....  
For  
[ ]

## **SCHEDULE 4**

### **CONDITIONS PRECEDENT TO SUBSTITUTION**

1. A Supplemental Security Agreement in relation to the Substitute Property.
2. A legal opinion in relation to the Supplemental Security Agreement.
3. A Certificate of Title in relation to the Substitute Property.
4. A Valuation in relation to the Substitute Property.

**SIGNATORIES**

**Chargor**

EXECUTED AS A DEED by )  
THE JOINT ARAB-BRITISH CHAMBER )  
OF COMMERCE )  
acting by two directors )

Director signature .....

Print name .....

Director signature

Print name

**Trustees**

SIGNED AS A DEED by )  
ANTHONY GRAHAM BRUCE as a trustee of the )  
ARAB-BRITISH CHAMBER OF COMMERCE )  
RETIREMENT BENEFITS PLAN )

in the presence of:

Signature of witness .....

Print name .....

Address .....

.....

Occupation .....

SIGNED AS A DEED by )  
CHAKER MOHAMMAD CHAMSI-PASHA )  
as a trustee of the ARAB-BRITISH CHAMBER )  
OF COMMERCE RETIREMENT BENEFITS )  
PLAN )

in the presence of:

Signature of witness .....

Print name .....

Address .....

Occupation .....

SIGNED AS A DEED by )  
ABDELSALAM EL-IDRISSI as a trustee of the )  
ARAB-BRITISH CHAMBER OF COMMERCE )  
RETIREMENT BENEFITS PLAN )

in the presence of:

Signature of witness .....

Print name .....

Address .....

Occupation .....

SIGNED AS A DEED by )  
DAVID GRACE as a trustee of the )  
ARAB-BRITISH CHAMBER OF COMMERCE) )  
RETIREMENT BENEFITS PLAN )

DocuSigned by:  
[Redacted]  
E7AF297BAC740A

in the presence of:

DocuSigned by:  
[Redacted]  
B25F7837E444

Signature of witness .....

Print name Andrew Potter .....

Address Northcote, Wrens Warren, Chuck Hatch .....

Hartfield .....

Occupation Company Director .....

SIGNED AS A DEED by ROBERT )  
BLACKBURN GRAY as a trustee of the )  
ARAB-BRITISH CHAMBER OF COMMERCE) )  
RETIREMENT BENEFITS PLAN )

in the presence of:

Signature of witness .....

Print name .....

Address .....

Occupation .....

SIGNED AS A DEED by TERENCE JOHN )  
STONE as a trustee of the ARAB-BRITISH )  
CHAMBER OF COMMERCE RETIREMENT )  
BENEFITS PLAN )

in the presence of:

Signature of witness .....

Print name .....

Address .....

.....

Occupation .....

# SECURITY AGREEMENT

DATED 5 DECEMBER 2023

1. THE JOINT ARAB-BRITISH CHAMBER OF COMMERCE

- and -

2. ANTHONY GRAHAM BRUCE, CHAKER MOHAMMAD CHAMSI-PASHA, ABDELSALAM EL-IDRISSI, DAVID GRACE, ROBERT BLACKBURN GRAY and TERENCE JOHN STONE (as trustees of the ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT BENEFITS PLAN)

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THIS DEED is dated

5 DECEMBER

2023 between:

- (1) THE JOINT ARAB-BRITISH CHAMBER OF COMMERCE (a company incorporated and registered in England and Wales under company number 1199402) (the **Chargor**); and
- (2) ANTHONY GRAHAM BRUCE, CHAKER MOHAMMAD CHAMSI-PASHA, ABDELSALAM EL-IDRISSI, DAVID GRACE, ROBERT BLACKBURN GRAY and TERENCE JOHN STONE as trustees of the ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT BENEFITS PLAN and any other person or persons who is or are for the time being a trustee of the ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT BENEFITS PLAN (each a **Trustee** and together the **Trustees**).

IT IS AGREED as follows:

## 1. INTERPRETATION

### 1.1 Definitions

In this Deed:

**Act** means the Law of Property Act 1925.

**Approved Tenancies** means:

- (a) those Occupational Leases current as at today's date and as are reported upon in the Certificate of Title; and
- (b) any future Occupational Leases satisfying the following criteria, it shall be:
  - (i) excluded from the security of tenure provisions of the Landlord and Tenant Act 1954;
  - (ii) for a term of not more than seven years;
  - (iii) of a floor area of not more than 40% of the net lettable area of the relevant Premises;
  - (iv) granted on arms-length terms and be in form consistent with the requirements of any Headlease;
  - (v) at a yearly rent of not less than then then open market rent of the underlet premises and which yearly rent may be inclusive of insurance, business rates and/or service charge; and
  - (vi) granted on terms requiring payment of a fair and reasonable proportion of the Chargor's running costs for the building (to the extent not forming a part of the open market yearly rent);

**Business Day** means a day (other than a Saturday or a Sunday) on which banks are open for general business in London;

**Certificate of Title** means any certificate of title on the Mortgaged Property addressed to and provided at the request of the Trustees before the date of this Deed;

**Companies** means the companies listed in Schedule 1 (Companies) as such schedule may be amended from time to time by the Parties;

**Creditors' Process** means, in relation to a person, any expropriation, attachment, sequestration, distress or execution (or any analogous event in any jurisdiction) which affects any encumbrancer taking possession of the whole or any part of the property, asset or assets of that person and is not discharged within 14 days unless such process is either being contested in good faith and/or shown as being frivolous or vexatious and is discharged within 14 days after commencement;

**Contract Claims** means:

- (a) any sums payable to the Chargor pursuant to all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Chargor in respect of and pursuant to each of the Relevant Contracts; and
- (b) any net proceeds of any claims, awards and judgements which may at any time be received or receivable by the Chargor pursuant to any of the Relevant Contracts together with the benefit of all powers and remedies for enforcing the same;

**Demand** means any demand made on the Chargor by the Trustees under Clause 2 (Covenant to pay) in relation to the Secured Scheme Liabilities of a Company;

**Disposal Proceeds** means all capital monies or other sums or other consideration paid or payable in respect of the disposal of the Chargor's interest in all or any part of any Mortgaged Property;

**Environmental Approval** means any consent, approval, authorisation, permission or licence required by any Environmental Law;

**Environmental Claim** means any action or claim by any person in connection with:

- (a) a breach, or alleged breach, of an Environmental Law;
- (b) a liability, or alleged liability, under Environmental Law;
- (c) a failure to comply with any Environmental Approval;
- (d) any accident, fire, explosion or other event of any type involving an emission or substance which is capable of causing harm to any living organism or the environment; or
- (e) any other environmental contamination,

in each case in relation to, or otherwise affecting, the Security Assets;

**Environmental Law** means any law or regulation concerning:

- (a) the protection of health and safety;
- (b) the environment; or
- (c) any emission or substance which is capable of causing harm to any living organism or the environment;

**Event of Default** means an event specified as such in Clause 7 (Default);

**Fixtures** means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property;

**Headlease** means a lease under which any Mortgaged Property may be held by the Chargor;

**Implementation Date** has the meaning given to it in Clause 19 (Amendments);

**Insolvency Event** means in respect of any Company:

- (a) an 'insolvency event' as defined in Section 121 of the Pensions Act 2004 or regulations made from time to time thereunder;
- (b) a 'corporate insolvency or restructuring procedure' as defined in Section 27 of the Corporate Insolvency and Governance Act 2020; or
- (c) the receipt by the Pension Protection Fund of an application or notification from the Trustees or the Pensions Regulator that such Company is unlikely to continue as a going concern, which is purported to be made in accordance with Section 129 of the Pensions Act 2004 or regulations made from time to time thereunder;

**Insolvency Proceedings** means in respect of any person:

- (a) any procedure or step is taken with a view to a moratorium or a composition, assignment or similar arrangement with any of its creditors;
- (b) a meeting of its shareholders, directors or other officers is convened for the purpose of considering any resolution for, to petition for or to file documents with a court or any registrar for, its winding-up, administration, dissolution, reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement or otherwise), or any such resolution is passed;
- (c) any person presents a petition, or files documents with a court or any registrar, for its winding-up, administration, dissolution, reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement or otherwise);
- (d) any Security Interest is enforced by any person over any of its assets;
- (e) an order for its winding-up, administration, reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement or otherwise) is made;
- (f) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, moratorium monitor or similar officer is appointed in respect of it or any of its assets;
- (g) its shareholders, directors or other officers or that person itself apply/ies to court for the appointment of, or give(s) notice of their intention to appoint, a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, moratorium monitor or similar officer; or
- (h) any other analogous step or procedure is taken in any jurisdiction,

provided that Paragraphs (a) to (h) of this definition (as may be applicable) shall not apply to:

- (i) any winding-up petition which is frivolous or vexatious or contested in good faith and is discharged, stayed or dismissed within 14 days of commencement; or
- (ii) any application for administration made by a person other than the Chargor or their respective directors or any tax authority or any other governmental entity, or any designated officer in the exercise of the power conferred by Section 87A of the Magistrates Court Act 1980 and which is:
  - (A) frivolous or vexatious; and
  - (B) discharged or dismissed and evidence of such discharge or dismissal is delivered to the Trustees within three Business Days of presentation and in any event at least seven Business Days before the date on which such application is due to be heard,

and provided that the Chargor has delivered to the Trustees a copy of any such administration application within one Business Day of receipt of such application by the Chargor;

**Insured Property Assets** means the Premises and all the Chargor's other assets of an insurable nature in or on the Mortgaged Property;

**Material Adverse Effect** means a material adverse effect on:

- (a) the ability of the Chargor to perform its obligations under this Deed;
- (b) the business, operations, property, assets or financial condition of the Chargor;
- (c) the validity or enforceability of, or the effectiveness, making or ranking of, this Deed; or
- (d) the validity or enforceability, or the effectiveness or ranking of, any right or remedy of the Trustees under this Deed.

**Mortgaged Property** means all freehold or leasehold property included in the definition of Security Assets;

**Net Enforcement Proceeds** means, in relation to any Security Asset:

- (a) any proceeds of sale or enforcement; and/or
- (b) any Rental Income,

collected or received by the Trustees (or any Receiver) arising from that Security Asset following the enforcement of this Security, less all costs, expenses, remuneration and other items relating thereto contemplated in Clause 12(a) (Application of Proceeds);

**Occupational Lease** means any lease, agreement for lease, licence or other occupational interest subject to which the Chargor's interest in a Mortgaged Property is held, now or in the future, including any guarantee and rent deposit arrangements entered into under the terms of them;

**Party** means a party to this Deed;

**Pension Protection Fund** means the Board of the Pension Protection Fund as established under Part 2 of the Pensions Act 2004;

**Pensions Regulator** means the body of that name and referred to as the "Regulator" in the Pensions Act 2004;

**Premises** means all buildings and erections included in the definition of Mortgaged Property;

**Proposal Date** has the meaning given to it in Clause 19 (Amendments);

**Proposals** has the meaning given to it in Clause 19 (Amendments);

**Receiver** means a receiver and manager or a receiver or an administrator or an administrative receiver, in each case, appointed under this Deed;

**Relevant Contracts** means each and all of the following both present and future:

- (a) each contract in respect of any disposal of any Security Asset;
- (b) each Occupational Lease;
- (c) any managing agent's agreement; and
- (d) all other agreements in which the Chargor has an interest,

including, in each case, any guarantees or sureties entered into in respect of them;

**Rental Income** means the aggregate of all amounts paid or payable to or for the account or benefit of the Chargor in connection with the letting, use or occupation of the whole or any part of the Mortgaged Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of the Chargor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of a Security Asset and any fixture and fitting on a Security Asset including any fixture or fitting on a Security Asset for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender or variation of any Occupational Lease;
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Occupational Lease and/or for expenses incurred in relation to any such breach;
- (h) any service charge payments;
- (i) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease;

- (j) any contribution by an occupational tenant of a Mortgaged Property to ground rent due under any Headlease; and
- (k) any sum paid or payable by any guarantor of any occupational tenant under any Occupational Lease;
- (l) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor; and
- (m) any amount that represents VAT chargeable in respect of any such sum;

**Reservations means:**

- (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court and damages may be regarded as an adequate remedy;
- (b) the limitation on enforcement as a result of laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws affecting the rights of creditors generally;
- (c) the statutory time-barring of claims;
- (d) defences of set off or counterclaim;
- (e) rules against penalties and similar principles;
- (f) the fact that security which is described as fixed security may in fact be floating security;
- (g) the possibility that an undertaking to assume liability for, or indemnify a person against, non-payment of stamp duty may be void;
- (h) the fact that a court may refuse to give effect to a purported contractual obligation to pay costs imposed upon another person in respect of costs of an unsuccessful litigation brought against that person or may not award by way of costs all of the expenditure incurred by a successful litigant in proceedings brought before that court or that a court may stay proceedings if concurrent proceedings based on the same grounds and between the same parties have previously been brought before another court; and/or
- (i) any steps for perfection not required by the terms of this Deed to be taken,

and any other reservations or qualifications of law contained in any legal opinion delivered to the Trustees in respect of this Deed;

**Scheme** means the Arab-British Chamber of Commerce Retirement Benefits Plan (registration number PSR 10003114);

**Secured Liabilities** means the Secured Scheme Liabilities and all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of the Chargor under this Deed;

**Secured Scheme Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of each Company to make payments to the Scheme;

**Security Assets** means all assets of the Chargor the subject of any Security Interest created, or purported to be created, by this Deed and any Supplemental Security Agreement;

**Security Interest** means any mortgage, charge, pledge, lien, assignment, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**Security Period** means the period beginning on the date of this Deed and ending on the date on which all Secured Liabilities which may become or have become due have been unconditionally and irrevocably paid and discharged in full;

**Subsidiary** means:

- (a) a subsidiary within the meaning of Section 1159 of the Companies Act 2006; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006;

**Substitute Property** means a freehold or leasehold property approved by the Trustees pursuant to Clause 20 (Substitution of Property) in their absolute discretion and in relation to which the conditions set out in Schedule 4 (Conditions precedent to substitution) have been satisfied;

**Supplemental Security Agreement** means a security agreement supplemental to this Deed executed by the Chargor in favour of the Trustees containing a charge by way of legal mortgage over a Substitute Property;

**Tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

**Tax Deduction** means a deduction or withholding for or on account of Tax from a payment under this Deed;

**Valuation** means a valuation of the Chargor's interest in the Mortgaged Property by the Valuer, addressed to the Trustees and prepared on the basis of the market value as that term is defined in the then current Statements of Asset Valuation Practice and Guidance Notes issued by the Royal Institution of Chartered Surveyors; and

**Valuer** means Mellersh & Harding LLP or any other surveyor or valuer appointed by the Trustees.

## 1.2 Construction

- (a) In this Deed unless the contrary intention appears, a reference to:
  - (i) **assets** includes present and future properties, revenues and rights of every description and includes uncalled capital;

- (ii) an **authorisation** includes an authorisation, consent, approval, resolution, licence, exemption, filing, registration or notarisation;
  - (iii) **disposal** means a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary, and **dispose** will be construed accordingly;
  - (iv) **this Security** means any Security Interests created by this Deed and any Supplemental Security Agreement;
  - (v) a **person** includes any individual, firm, company, corporation, unincorporated association or body (including a partnership, trust, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;
  - (vi) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being of a type with which persons to which it applies are accustomed to comply) of any governmental, inter-governmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
  - (vii) **Sterling or £** is a reference to the lawful currency for the time being of the United Kingdom;
  - (viii) a **provision of law** is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
  - (ix) a **Clause**, a **Subclause**, a **Paragraph**, a **Subparagraph** or a **Schedule** is a reference to a clause, a subclause, a paragraph or a subparagraph of, or a schedule to, this Deed;
  - (x) a **Party** or any other person includes its successors in title, permitted assigns and permitted transferees and this Deed shall be binding on and enforceable by any person who is for the time being a trustee of the Scheme including any person who succeeds or replaces a trustee of the Scheme (and this Clause 1.2(a)(x) shall be in addition to, and not affect, the provisions of the Trustee Act dealing with transfers of assets and liabilities from one trustee to another);
  - (xi) **this Deed** (or any specified provision of it) or any other document shall be construed as a reference to this Deed, that provision or that document as in force for the time being and as amended, restated, varied, supplemented or novated from time to time;
  - (xii) **including** shall not be construed narrowly but be taken as reading **including without limitation**;
  - (xiii) a **time of day** is a reference to London time; and
  - (xiv) words importing the singular shall include the plural and vice versa.
- (b) An Event of Default is "**continuing**" if it has not been waived.

- (c) Unless the contrary intention appears, a reference to a **month** or **months** is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:
  - (i) if the numerically corresponding day is not a Business Day, the period will end on the next Business Day in that month (if there is one) or the preceding Business Day (if there is not);
  - (ii) if there is no numerically corresponding day in that month, that period will end on the last Business Day in that month; and
  - (iii) notwithstanding Clause 1.2(c)(i) above, a period which commences on the last Business Day of a month will end on the last Business Day in the next month or the calendar month in which it is to end, as appropriate.
- (d) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and, notwithstanding any term of this Deed, no consent of any third party is required for any variation (including any release or compromise of any liability) or termination of this Deed. As contemplated by Clause 1.2(a)(x) above, any person who is for the time being a trustee of the Scheme may enforce or enjoy the benefit of any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- (e) If the Trustees consider that an amount paid to them under this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.
- (g) The headings in this Deed do not affect its interpretation.
- (h) It is intended by the Parties that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

## **2. COVENANT TO PAY**

The Chargor must, on demand following the occurrence of any Insolvency Event, pay or discharge the Secured Scheme Liabilities when due.

## **3. CREATION OF SECURITY**

### **3.1 General**

- (a) All the Security Interests created under this Deed:
  - (i) are created in favour of the Trustees;
  - (ii) are created over present and future assets of the Chargor;
  - (iii) are continuing security for the payment of all the Secured Liabilities; and

- (iv) are made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document:
  - (i) the Chargor must notify the Trustees promptly;
  - (ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself; and
  - (iii) unless the Trustees otherwise require, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.
- (c) The obligations of the Chargor under this Deed shall survive the enforcement of the whole or any part of the Security Assets.

### **3.2 Charge**

- (a) The Chargor charges and agrees to charge:
  - (i) by way of a first legal mortgage the real property specified in Schedule 2 (Real Property);
  - (ii) its interest in the Relevant Contracts;
  - (iii) all claims under and all proceeds of all policies of insurance in respect of the Security Assets which are at any time held by or written in favour of the Chargor or in which the Chargor from time to time has an interest;
  - (iv) to the extent that the Rental Income is not effectively assigned under Clause 3.3 (Assignment), by way of first fixed charge, all Rental Income;
  - (v) the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any Fixtures and fittings now or in future on the Mortgaged Property; and
  - (vi) all future easements, licences and other rights at any time vested in the Chargor in connection with the Mortgaged Property.
- (b) A reference in this Subclause 3.2 to a mortgage or charge of any freehold, leasehold or other immovable property includes:
  - (i) all buildings, fixtures, fittings and fixed plant and machinery and Fixtures on that property; and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

### **3.3 Assignment**

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

- (a) all of its rights in respect of all Rental Income;
- (b) all of its rights, title, interest and benefit in and to the Contract Claims;
- (c) the Disposal Proceeds; and
- (d) all causes of action and other rights and remedies in which it has an interest at any time.

### **3.4 Limit on amount recoverable**

- (a) The total amount which may be:
  - (i) recovered from the Chargor pursuant to any Demands in relation to any Company's Secured Scheme Liabilities; and/or
  - (ii) applied by the Trustees against any Company's Secured Scheme Liabilities from any Net Enforcement Proceeds.

shall not exceed an amount equal to the entire aggregate liability (on the reference date) of every employer (within the meaning set out in Section 318 of the Pensions Act 2004 and regulations made thereunder) in relation to the Scheme, were a debt under Section 75 of the Pensions Act 1995 to have become due on the reference date (where reference date means the date of the Insolvency Event to which (1) the relevant Demand relates or (as the case may be) (2) the relevant application of Net Enforcement Proceeds relates (including as contemplated by Clause 17.6(b) (Appropriations)) or, in either case if earlier, on the calculation date for debt due under Section 75 of the Pensions Act 1995 as nominated by the Trustees following the start of the winding up of the Scheme.

- (b) Any Demand, and/or payment by the Chargor pursuant to any Demand, and/or any application of Net Enforcement Proceeds (including as contemplated by Clause 17.6(b) (Appropriations)) shall not reduce the amount referred to in Clause 3.4(a) above.
- (c) The Trustees shall determine (acting reasonably) at the cost of the Chargor, using such legal, financial, accounting, pensions or other professional adviser(s) as the Trustees may select, the amount referred to in Clause 3.4(a)(i) above by reference to Section 75 of the Pensions Act 1995 and shall notify the Chargor of such determination. The Chargor shall on demand reimburse the Trustees for any costs and expenses incurred by the Trustees in relation to such determination.

## **4. PAYMENTS**

### **4.1 Funds**

Payments under this Deed to the Trustees must be made for value on the due date at such times and in such funds as the Trustees may specify to the Chargor as being customary at the time for the settlement of transactions in the relevant currency in the place for payment.

### **4.2 Currency**

Any amount payable under this Deed is payable in Sterling.

**4.3 No set-off or counterclaim**

All payments made by the Chargor under this Deed shall be calculated and must be made without (and be free and clear of any deduction for) set-off or counterclaim.

**4.4 Business Days**

If a payment under this Deed is due on a day which is not a Business Day, the due date for that payment will instead be the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

**5. REPRESENTATIONS**

**5.1 Representations**

The representations set out in this Clause 5 are made by the Chargor to the Trustees.

**5.2 Status**

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

**5.3 Powers and authority**

- (a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise the entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- (b) No limit on its powers will be exceeded as a result of the grant of this Deed.

**5.4 Legal validity**

Subject to the Reservations, the obligations expressed to be assumed by it in this Deed are legal, binding, valid and enforceable obligations.

**5.5 Non-conflict**

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

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any document which is binding upon it or any of its assets or constitute a default or termination event (howsoever described) under any such document.

**5.6 No insolvency**

To the knowledge of the Company, no Insolvency Proceedings or Creditors' Process have been taken or threatened in relation to it and no Insolvency Event applies to the Company.

**5.7 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 the foregoing, would constitute) a default or termination event (howsoever described) under any document which is binding on it or any of its assets to an extent or in a manner which has or is reasonably likely to have a Material Adverse Effect.

**5.8 Authorisations**

All authorisations required by it in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Deed have been obtained or effected (as appropriate) and are in full force and effect, including any consent required under any Headlease.

**5.9 Litigation**

No litigation, arbitration or administrative proceedings are current or, to its knowledge, pending or threatened against it or any of its Subsidiaries, which have or, if adversely determined, are reasonably likely to have a Material Adverse Effect.

**5.10 Nature of security**

- (a) Subject to the Reservations, this Deed creates those Security Interests it purports to create and is not liable to be amended or otherwise set aside in the insolvency, liquidation or administration of the Chargor or otherwise.
- (b) The Security Interests created by this Deed constitute a first priority Security Interest over the Security Assets and the Security Assets are not subject to any prior or pari passu Security Interest.

**5.11 Information for Certificate of Title**

- (a) The information provided by it or on its behalf to the lawyers who prepared any Certificate of Title for the purpose of that Certificate of Title was true in all material respects at the date it was expressed to be given.
- (b) The information referred to in Clause 5.11(a) above was, at the date it was expressed to be given, complete in all material respects and did not omit any information which, if disclosed, would make that information untrue or misleading in any material respect.
- (c) As at the date of this Deed, nothing has occurred since the date of any information referred to in Paragraph 5.11(a) above which, if disclosed at today's date, would make that information untrue or misleading in any material respect.

**5.12 Title**

Except as disclosed in any Certificate of Title:

- (a) it is the sole legal and beneficial owner of the Mortgaged Property and the Rental Income;

- (b) no breach of any law or regulation is outstanding which affects or might reasonably be expected to affect materially the value of the Mortgaged Property;
- (c) there are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever affecting the Mortgaged Property;
- (d) nothing has arisen or has been created or is subsisting which would be an overriding interest, or an unregistered interest which overrides first registration or registered dispositions, over the Mortgaged Property;
- (e) no facilities necessary for the enjoyment and use of the Mortgaged Property are enjoyed by the Mortgaged Property on terms entitling any person to terminate or curtail its use;
- (f) it has received no notice of any adverse claims by any person in respect of the ownership of the Mortgaged Property or any interest in it, nor has any acknowledgement been given to any person in respect of the Mortgaged Property; and
- (g) the Mortgaged Property is held by it free from any Security Interest or any tenancies or licences other than Approved Tenancies.

### **5.13 Valuation**

- (a) All information supplied by it or on its behalf to the Valuer for the purposes of each Valuation was true and accurate as at its date or (if appropriate) as at the date (if any) at which it is stated to be given;
- (b) any financial projections contained in the information referred to in Clause 5.13(a) above have been prepared as at their date, on the basis of recent historical information and assumptions believed by it, at that time, to be fair and reasonable;
- (c) it has not omitted to supply any information which, if disclosed, would reasonably be expected to adversely affect the Valuation; and
- (d) as at the date of this Deed, nothing has occurred since the date information referred to in Clause 5.13(a) above was supplied which, if it had occurred prior to the Valuation, would adversely affect the Valuation.

### **5.14 Environmental matters**

- (a) The Chargor is in compliance with Clause 6.7 (Environmental matters) and no circumstances have occurred which would prevent such compliance in a manner or to an extent which has or is reasonably likely to have a Material Adverse Effect.
- (b) No Environmental Claim has been commenced or is threatened against the Chargor.
- (c) No dangerous substance has been used, disposed of, generated, stored, dumped, released, deposited, buried or emitted at, on, from or under the Mortgaged Property.

### **5.15 Centre of main interest and establishments**

For the purposes of the Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) as amended by the Insolvency

(Amendment) (EU Exit) Regulations 2019 SI 2019/146 and for the purposes of The Cross-Border Insolvency Regulations 2006, SI 2006/1030 (the "UNCITRAL Implementing Regulations"), the Chargor has its "centre of main interests" in England and Wales and it has no "establishment", as that term is used in the UNCITRAL Implementing Regulations, in any other jurisdiction.

#### **5.16 Times for making representations**

- (a) The representations set out in this Clause 5 are made by the Chargor on the date of this Deed.
- (b) The representations set out in this Clause 5 (other than those in Clauses 5.11(c), 5.12(g) and 5.13(d)) are deemed to be repeated by the Chargor on 31 March and 1 April of each year during the Security Period.
- (c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition.

### **6. COVENANTS**

#### **6.1 General**

The Chargor agrees to be bound by the covenants set out in this Clause 6 so long as any Secured Liabilities are outstanding.

#### **6.2 Notification of breach**

The Chargor must notify the Trustees of any breach of any of the provisions of this Deed promptly upon becoming aware of its occurrence.

#### **6.3 Authorisations**

The Chargor must promptly obtain, maintain and comply with the terms of any authorisation required under any law or regulation to enable it to perform its obligations under, or for the validity or enforceability of, this Deed.

#### **6.4 Compliance with laws**

The Chargor must comply in all respects with all laws to which it is subject where failure to do so has or is reasonably likely to have a Material Adverse Effect.

#### **6.5 Pari passu ranking**

The Chargor must ensure that its payment obligations under this Deed rank at least pari passu with all its other present and future unsecured payment obligations, except for obligations mandatorily preferred by laws of general application to companies.

#### **6.6 Disposals and negative pledge**

The Chargor must not:

- (i) create, purport to create or permit to subsist any Security Interest on any Security Asset (other than this Security); or

- (ii) sell, assign, transfer, licence, lease or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interests in, any Security Asset.

#### 6.7 Environmental matters

(a) The Chargor must:

- (i) obtain all Environmental Approvals required to be obtained by it in respect of the Security Assets;
- (ii) comply in all material respects with any Environmental Approval or Environmental Law applicable to it in respect of the Security Assets;
- (iii) ensure that the Trustees do not incur any liability by reason of any breach by the Chargor of any Environmental Law or Environmental Approval; and
- (iv) promptly upon becoming aware notify the Trustees of:
  - (A) any Environmental Claim current or, to its knowledge, pending or threatened in respect of the Security Assets; or
  - (B) any circumstances reasonably likely to result in an Environmental Claim in respect of the Security Assets.

(b) The Chargor must indemnify each Trustee against any loss or liability which:

- (i) that Trustee incurs as a result of any actual or alleged breach of any Environmental Law or Environmental Approval by any person; and
- (ii) which would not have arisen if this Deed had not been entered into, unless it is caused by that Trustee's gross negligence or wilful misconduct.

#### 6.8 Repair

The Chargor must:

- (a) keep the Premises and all fixed and movable plant, machinery, fixtures, fittings, cables, wires, drains, pipes and sanitary, water and other services comprised in them (in so far as the same are owned by the Chargor or their maintenance and repair is the responsibility of the Chargor) in good and substantial repair, condition;
- (b) not, without the prior written consent of the Trustees (such consent not to be unreasonably withheld or delayed), alter, pull down, remove or dispose of any of the Premises and/or the items referred to in Clause 6.8(a) except in the ordinary course of repair, maintenance or improvement, if doing so would or might reasonably be expected to have an adverse effect on the value of the Mortgaged Property or otherwise result in a Material Adverse Effect; and
- (c) keep the Fixtures and all plant and machinery owned by it and which are in or on the Premises in a good state of repair and in good working order and condition.

## 6.9 Insurance

- (a) In this Clause 6.9:

“Chargor Insurances” means any insurances to be effected and maintained by the Borrower in compliance with its obligations under this Clause 6.9 (but excluding, for the avoidance of doubt, any Landlord Insurances)

“Landlord Insurances” means any insurances to be effected and maintained by or on behalf of any landlord pursuant to any Headlease (or any other reversionary interest in the Property).

- (b) Where any of the Insured Property Assets are held on a leasehold basis by the Chargor and the terms of the applicable Headlease require that the Chargor's landlord or any landlord in reversion insure that Insured Property Asset (a "Landlord Policy") then the Chargor shall use all reasonable but commercially prudent endeavours to procure that the relevant landlord comply with its obligations under the relevant Headlease in favour of the Chargor as to the placing on risk of such a Landlord Policy.
- (c) If and to the extent that the Chargor has complied with its obligations under Clause 6.9(b), no Landlord Policy is effected which complies with the terms of Clauses 6.9(d), 6.9(e) and 6.9(h) the Chargor shall procure (in so far as the same shall be available on reasonable terms and at a reasonable premium in the UK insurance market) such additional Chargor Insurances as may be required to procure compliance with the terms of Clauses 6.9(d), 6.9(e) and 6.9(h) .
- (d) Any Chargor Insurances effected and maintained by the Chargor must be in a sum or sums not less than the replacement value of the Insured Property Assets. For this purpose, replacement value means the total cost of entirely rebuilding, reinstating or replacing those Insured Property Assets in the event of their being completely destroyed, together with architects', surveyors' fees and any other professional fees which would be considered reasonably necessary in the circumstances.
- (e) Any Chargor Insurances required to be effected and maintained by the Chargor under this Clause 6.9 must be and remain:
- (i) in an amount and form acceptable to the Trustees (acting reasonably); and
  - (ii) with an insurance company or underwriter that is acceptable to the Trustees (acting reasonably).
- (f) If the Trustees give notice to the Chargor that the insurance company or underwriter in respect of any Chargor Insurances has ceased to be acceptable to them (acting reasonably) pursuant to Clause 6.9(e), the Chargor shall (in so far as the same shall be available on reasonable terms and at a reasonable premium in the UK insurance market) put in place replacement Chargor Insurances in accordance with this Clause 6.9 with an insurance company or underwriter that is reasonably acceptable to the Trustees by the date which is the earlier of the date of the expiry of the relevant policy and the date falling sixty (60) days after the date of the notice from the Trustees.

- (g) The Chargor shall procure that, either:
  - (i) all moneys received or receivable by the Chargor and/or any Subsidiary under any Chargor Insurances in respect of the Insured Property Assets must be applied:
    - (A) in replacing, restoring or reinstating the Insured Property Assets destroyed or damaged or in any other manner which the Trustees may agree; or
    - (B) after an Event of Default has occurred, if the Trustees so direct and the terms of the relevant insurances allow, in or towards satisfaction of the Secured Liabilities; or
  - (ii) the Trustees are named as co-insured on all Chargor Insurances in respect of the Insured Property Assets and are named as first loss payee in respect of all claims under such insurance policies.
- (h) The Chargor shall ensure that each Chargor Insurances contain:
  - (i) a standard mortgagee clause under which the insurance will not be vitiated or avoided as against the Trustees as a result of any misrepresentation, act or neglect or failure to disclose on the part of any insured party or any circumstances beyond the control of an insured party; and
  - (ii) terms providing that it will not, so far as the Trustees are concerned, be invalidated for failure to pay any premium due without the insurer giving to the Trustees not less than fourteen (14) days' notice in writing.
- (i) The Chargor must not do or permit anything to be done which may make void or voidable any policy of insurance in connection with any Insured Property Asset.
- (j) The Chargor must promptly pay all premiums and do all other things necessary to keep each Chargor Insurances in force.
- (k) The Chargor must, immediately on demand by the Trustees, produce to the Trustees the policy, certificate or cover note relating to any Chargor Insurances policy in respect of the Insured Property Assets and the receipt for the payment of any premium for any such insurance policy.
- (l) Where any of the Insured Property Assets shall be insured under a Landlord Policy the Chargor shall:
  - (i) comply with all obligations in the relevant Headlease relating to such Landlord Policy;
  - (ii) following a request from the Trustees, use reasonable endeavours to procure from the relevant landlord a copy of the policy, certificate or cover note relating to any Landlord Policy and the receipt for the payment of any premium for any such insurance policy and to promptly provide copies of the same to the Trustees;

- (iii) promptly notify the Trustees of any possible claim which the Chargor may make either under a Landlord Policy or the relevant Headlease (a "Relevant Claim");
- (iv) following approval of such course of action by the Trustees (such approval not to be unreasonably withheld or delayed) with respect of any Relevant Claim, notify the landlord of the Relevant Claim and to use all reasonable and commercially prudent steps to pursue such Relevant Claim; and
- (v) where the subject matter of the Relevant Claim shall exceed a sum of £10,000, not settle any claim without the prior approval of the Trustees (such approval not to be unreasonably withheld or delayed).

#### **6.10 Valuations**

- (a) The Chargor must, on or before the date of this Deed, provide a Valuation to the Trustees.
- (b) The Trustees may request any additional Valuation at any time.
- (c) The Chargor must on demand by the Trustees pay the costs of any Valuation requested by the Trustees:
  - (i) where the Trustees reasonably consider that there may have been a material reduction in the value of the Mortgaged Property; or
  - (ii) at any time when an Event of Default is outstanding.
- (d) The Chargor must supply to the Trustees a copy of any valuation of any Security Asset it obtains, promptly upon obtaining it.
- (e) Any Valuation not referred to at Clauses 6.10(a) or 6.10(c) shall be at the cost of the Trustees.

#### **6.11 No structural alterations**

The Chargor shall ensure that neither it nor any other person makes any structural alteration to the Mortgaged Property which materially and adversely affects the value of the Mortgaged Property without the prior written consent of the Trustees.

#### **6.12 Title covenants**

The Chargor shall procure that all material covenants, agreements, obligations, stipulations and conditions now or at any time:

- (a) affecting the Mortgaged Property or its use or enjoyment (so far as the same subsist and are capable of being enforced) shall be observed and performed; and
- (b) benefiting the Mortgaged Property shall be enforced and such obligations shall not be waived, varied or released by the Chargor, or any agreement made by the Chargor to do the same,

including those contained in any Headlease and/or those contained in any agreements, assignments, contracts, conveyances, grants and other deeds and documents for the time being

binding on the Chargor or affecting the Mortgaged Property or the use or enjoyment of the Mortgaged Property and the Chargor shall not take or omit to take any action of any kind whereby any interest or estate in the Mortgaged Property may suffer a Material Adverse Effect.

#### **6.13 Pay Outgoings**

The Chargor shall:

- (a) punctually pay or procure to be paid all rates, rents, taxes, levies, charges, duties, assessments, impositions and outgoings and other sums payable out of or in respect of the Mortgaged Property or any carbon dioxide emissions associated with it and provide to the Trustees, when required, proof of such payment; and
- (b) indemnify, or procure the indemnification of, the Trustees on demand against all existing and future rents, taxes, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever,

whether imposed by deed or by statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character which now or at any time during the continuance of this Security are payable in respect of the Mortgaged Property or any part of it.

#### **6.14 Compliance With Leases**

The Chargor must:

- (a) perform all the material terms on its part contained in any Occupational Lease and enforce those on the part of the occupational tenant where failure to do so might have a Material Adverse Effect;
- (b) perform all the terms on its part contained in any Headlease and (except where failure to do so could not have a Material Adverse Effect) enforce those on the part of the landlord;
- (c) not do or allow to be done any act as a result of which any Headlease may become liable to forfeiture or otherwise be terminated; and
- (d) not surrender whole or part or vary the terms of any Headlease without the prior approval of the Trustees (such approval not to be unreasonably withheld or delayed).

#### **6.15 Compliance with applicable laws and regulations**

The Chargor must:

- (a) perform all its obligations under any law or regulation in any way related to or affecting the Mortgaged Property;
- (b) not suffer to be done on the Mortgaged Property anything which shall cause, constitute or contribute to any breach of the Town and Country Planning Act 1990 and any other legislation relating to town and country planning in force from time to time or any orders or regulations made under them; and

- (c) not apply for any planning consent for development or change of use of the Mortgaged Property or any part of it without the Trustees' prior consent (such consent not to be unreasonably withheld or delayed).

#### 6.16 Notices

The Chargor must, within fourteen (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 with respect to the Mortgaged Property (or any part of it):

- (a) deliver a copy to the Trustees; and
- (b) inform the Trustees of the steps taken or proposed to be taken to comply with the relevant requirement.

#### 6.17 Leases

- (a) The Chargor must not without the consent of the Trustees (such consent not to be unreasonably withheld or delayed) grant or agree to grant (whether in exercise or independently of any statutory power) or vary or agree to vary any Occupational Lease or any part of it or accept a surrender of any Occupational Lease or confer upon any person any contractual licence or right to occupy the Mortgaged Property provided that this Clause 6.17 shall not apply to an Approved Tenancy.
- (b) The charger shall notify the Trustees within 28 days of the grant of any Approved Tenancy and provide true copies of the various letting documents.

#### 6.18 H.M. Land Registry

The Chargor authorises the Trustees to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estate:

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 3 December 2023 in favour of ANTHONY GRAHAM BRUCE, CHAKER MOHAMMAD CHAMSI-PASHA, ABDELSALAM EL-IDRISSI, DAVID GRACE, ROBERT BLACKBURN GRAY and TERENCE JOHN STONE (as trustees of the ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT BENEFITS PLAN) referred to in the charges register or their conveyancer."*

#### 6.19 Minimum energy efficiency standards

The Chargor must:

- (a) provide to the Trustees copies of all energy performance certificates and recommendation reports from time to time prepared or obtained by or on behalf of the Chargor that relate to the Mortgaged Property;
- (b) notify the Trustees immediately upon becoming aware of any Mortgaged Property being or becoming "sub-standard" for the purposes of The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015; and

- (c) comply with all reasonable requirements of the Trustees in relation thereto and preventing or remedying any material adverse effect on the Valuation of the Mortgaged Property.

**6.20 Access**

The Chargor must permit (or procure the permission of any tenant in possession of the Mortgaged Property) the Trustees and any person nominated by them at all reasonable times to enter any part of the Mortgaged Property and view the state of it.

**6.21 Commonhold**

The Chargor shall not convert any freehold estate comprised in the Mortgaged Property to a freehold estate in commonhold under Part 1 of the Commonhold and Leasehold Reform Act 2002.

**6.22 Investigation of title**

The Chargor must grant the Trustees or their lawyers on request all facilities within the power of the Chargor to enable the Trustees or their lawyers (at the expense of the Chargor) to:

- (a) carry out investigations of title to the Mortgaged Property; and
- (b) make such enquiries in relation to any part of the Mortgaged Property as a prudent mortgagee might carry out

in each case whilst an Event of Default is continuing or the Trustees reasonably consider that an Event of Default has occurred and is continuing.

**6.23 Power to remedy**

- (a) If the Chargor fails to perform any covenant in this Clause 6 affecting the Mortgaged Property, the Chargor must allow the Trustees or their agents and contractors:
  - (i) to enter any part of the Mortgaged Property (for the purpose of exercising their rights under this Clause 6.23 only);
  - (ii) to comply with or object to any notice served on the Chargor in respect of the Mortgaged Property; and
  - (iii) to take any action as the Trustees may reasonably consider necessary to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- (b) The Chargor must immediately on request by the Trustees pay the costs and expenses of the Trustees or their agents and contractors properly incurred in connection with any action taken by them under this Subclause.

**6.24 Notices to tenants and landlords**

The Chargor must:

- (a) immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (Forms of letter for occupational tenants), on each tenant of the Mortgaged Property;

- (b) use its reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (Forms of letter for occupational tenants); and
- (c) where required under the terms of any Headlease, give notice to the landlord of the Mortgaged Property of the completion of this Deed.

#### **6.25 Negotiations with local or other authority**

The Chargor shall not conduct any negotiations or make any agreement with any local or other authority concerning the acquisition of the Mortgaged Property without the consent of the Trustees.

#### **6.26 Notifiable events**

- (a) The Chargor shall promptly notify the Trustees upon becoming aware that:
  - (i) any event has occurred in respect of a Company or the Chargor which would (or would if the Chargor were an employer in relation to the Scheme within the meaning set out in Section 318 of the Pensions Act 2004 and regulations made thereunder) require notification to the Pensions Regulator in accordance with Section 69 of the Pensions Act 2004 and any regulations and directions made thereunder;
  - (ii) any representation made or deemed to be made by the Chargor under this Deed is or proves to have been incorrect or misleading when made or deemed to be made; and
  - (iii) any representation made by the Chargor under this Deed would be (if it were deemed to be repeated at any time) incorrect or misleading when made or deemed to be made.
- (b) If on or about 28 February of each year, the Chargor is aware that any representation which is to be repeated under Subclause 5.16(b) (Times for making representations) will be or is reasonably likely to be incorrect or misleading when repeated pursuant to Subclause 5.16(b) (Times for making representations), the Chargor shall promptly notify the Trustees.

### **7. DEFAULT**

#### **7.1 Events of Default**

Each of the events set out in this Clause 7 is an Event of Default.

#### **7.2 Breach of this Deed**

The Chargor does not comply with any term of this Deed unless the non-compliance is capable of remedy and:

- (a) in the case of a failure to pay caused by an administrative or technical error and payment is made within (3) three Business Days of its due date; or
- (b) in any other case, is remedied within fourteen (14) days of the earlier of: (1) the Trustees giving notice; and (2) the Chargor becoming aware of the non-compliance.

### **7.3 Misrepresentation**

A representation made or repeated by the Chargor in this Deed is incorrect or misleading in any material respect when made or deemed to be repeated, unless the circumstances giving rise to the misrepresentation:

- (a) are capable of remedy; and
- (b) are remedied within fourteen (14) days of the earlier of the Trustees giving notice and the Chargor becoming aware of the circumstances giving rise to the misrepresentation.

### **7.4 Insolvency**

An Insolvency Event occurs in respect of the Chargor.

### **7.5 Insolvency Proceedings**

- (a) Except as provided in Clause 7.5(b) below, any Insolvency Proceeding occurs in respect of the Chargor.
- (b) Clause 7.5(a) above does not apply to a petition for winding-up presented by a creditor which is being contested in good faith and is discharged or struck out within fourteen (14) days of being granted.

### **7.6 Creditors' process**

Any Creditors' Process occurs and affects any assets of the Chargor.

### **7.7 Cessation of business**

The Chargor ceases, or threatens to cease, to carry on business.

### **7.8 Effectiveness of this Deed**

- (a) It is or becomes unlawful for the Chargor to perform any of its obligations under this Deed.
- (b) This Deed is not effective in accordance with its terms or is alleged by the Chargor to be ineffective in accordance with its terms for any reason.
- (c) The Chargor repudiates this Deed or evidences an intention to repudiate this Deed.

### **7.9 Material Adverse Change**

Any event or series of events occurs which, in the opinion of the Trustees, has or is reasonably likely to have a Material Adverse Effect.

## **8. WHEN SECURITY BECOMES ENFORCEABLE**

### **8.1 Event of Default**

This Security will become immediately enforceable if an Event of Default occurs and is not remedied or waived within 14 Business Days of occurring.

## **8.2 Discretion**

After this Security has become enforceable, the Trustees may in their absolute discretion enforce all or any part of this Security in any manner they see fit.

## **8.3 Power of sale**

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

## **9. ENFORCEMENT OF SECURITY**

### **9.1 General**

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Trustees are extended so as to authorise the Trustees to lease, make agreements for leases, accept surrenders of leases and grant options as the Trustees may think fit and without the need to comply with any provision of Section 99 or 100 of the Act.

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

No Trustee nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

### **9.3 Privileges**

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

### **9.4 Protection of third parties**

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

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Trustees or a Receiver is/are purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due in respect of the Secured Liabilities;
- (d) how any money paid to a Trustee or to that Receiver is to be applied; or
- (e) about any propriety or regularity on the part of a Trustee or of a Receiver in relation to any of the dealings referred to in this Clause 9.

## **9.5 Redemption of prior mortgages**

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

## **10. RECEIVER**

### **10.1 Appointment of Receiver**

- (a) Except as provided below, the Trustees may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
  - (i) this Security has become enforceable; or
  - (ii) the Chargor so requests the Trustees in writing at any time.
- (b) Any appointment under Clause 10.1(a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under Section 109(1) of the Act) does not apply to this Deed.
- (d) The Trustees are not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986.

### **10.2 Removal**

The Trustees may by writing (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by them and may, whenever they think fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

### **10.3 Remuneration**

The Trustees may fix the remuneration of any Receiver appointed by them from time to time, the maximum rate specified in Section 109(6) of the Act will not apply and the remuneration of the Receiver shall be a debt secured by this Deed which shall be due and payable immediately upon its being paid by the Trustees.

#### **10.4 Agent of the Chargor**

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) The Trustees will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

#### **10.5 Relationship with Trustees**

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

### **11. POWERS OF RECEIVER**

#### **11.1 General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 11 in addition to those conferred on it by any law: this includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

#### **11.2 Possession**

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

#### **11.3 Employees**

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargor solely in connection with the Mortgaged Property.

#### **11.4 Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration

may be payable in a lump sum or by instalments spread over any period which he thinks fit.

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

#### **11.5 Leases**

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

#### **11.6 Works**

A Receiver may alter, improve, develop, complete, construct, modify, refurbish or repair any building or land comprising the Security Assets and may abandon, complete or undertake or concur in the completion or undertaking (with or without modification) of any project affecting the Security Assets in which the Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land).

#### **11.7 Compromise**

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

#### **11.8 Legal Actions**

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

#### **11.9 Receipts**

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

#### **11.10 Delegation**

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

#### **11.11 Protection of Assets**

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation in connection with any Security Asset; and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation in respect of any Security Asset.

in each case as he thinks fit.

#### **11.12 Other powers**

A Receiver may:

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

#### **12. APPLICATION OF PROCEEDS**

- (a) Any moneys received by the Trustees or any Receiver after this Security has become enforceable must be applied in the following order of priority:
  - (i) in or towards payment of or provision for all costs and expenses incurred by the Trustees or any Receiver under or in connection with this Deed, of all remuneration due to any Receiver under or in connection with this Deed and the discharge of any liabilities incurred by any Receiver in, or incidental to, the exercise of any of their powers;
  - (ii) in or towards payment of or provision for the Secured Liabilities; and
  - (iii) in payment of the surplus (if any) to the Chargor or other person entitled to it.
- (b) This Clause 12 is subject to the payment of any claims having priority over this Security. This Clause 12 does not prejudice the right of the Trustees to recover any shortfall from the Chargor.

#### **13. EXPENSES AND INDEMNITY**

##### **13.1 Amendment costs**

If the Chargor requests an amendment, waiver or consent, or delivers any Proposals, the Chargor shall, within (3) three Business Days of demand, reimburse the Trustees for the amount of all costs and expenses (including legal fees) reasonably incurred by the Trustees in responding to, evaluating, negotiating or complying with that request or those Proposals.

##### **13.2 Enforcement and preservation costs**

The Chargor shall, within (3) three Business Days of demand, pay to the Trustees the amount of all costs and expenses (including legal fees) incurred by the Trustees in connection with the enforcement of or the preservation of any rights under this Deed, or this Security and any proceedings instituted in any jurisdiction by or against the Trustees as a consequence of taking, holding or enforcing this Deed, or this Security.

### **13.3 Stamp taxes and fees**

The Chargor shall pay and, within (3) three Business Days of demand, indemnify the Trustees against any cost, loss or liability that the Trustees incur in relation to all stamp duty, stamp duty land tax, registration and other similar Tax and fees payable in respect of this Deed.

### **13.4 Chargor default**

The Chargor shall, within (3) three Business Days of demand, indemnify the Trustees against any cost, expense loss or liability incurred by the Trustees as a result of:

- (a) the occurrence of any Event of Default in relation to the Chargor;
- (b) investigating any event which it reasonably believes is an Event of Default in relation to the Chargor;
- (c) the use or occupation by any person of the Security Assets (including any Environmental Claim); or
- (d) any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed.

### **13.5 Value Added Taxes**

- (a) Any amount payable under this Deed by the Chargor is exclusive of any value added tax or any other Tax of a similar nature which might be chargeable in connection with that amount. If any such Tax is chargeable, the Chargor must pay to the Trustees (in addition to and at the same time as paying that amount) an amount equal to the amount of that Tax and the Trustees shall provide the Chamber with a suitable VAT invoice as required by the relevant legislation.
- (b) If the Chargor is required by this Deed to reimburse or indemnify the Trustees for any cost or expense, the Chargor shall reimburse or indemnify (as the case may be) the Trustees for the full amount of such cost or expense, including such part thereof as a value added tax or any other Tax of a similar nature, save to the extent that the Trustees are entitled to a credit or repayment in respect of such Tax from the relevant tax authority.

### **13.6 Tax gross-up**

- (a) The Chargor must make all payments to be made by it under this Deed without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) If the Chargor is aware or becomes aware that it must make a Tax Deduction on any amount payable by the Chargor under this Deed (or that there is a change in the rate or the basis of a Tax Deduction), it must promptly notify the Trustees.
- (c) If a Tax Deduction is required by law to be made by the Chargor or the Trustees, the amount of the payment due from the Chargor will be increased to an amount which (after making the Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

- (d) If the Chargor is required to make a Tax Deduction, the Chargor must make the minimum Tax Deduction required by law and must make any payment required in connection with that Tax Deduction within the time allowed by law.
- (e) Within thirty (30) days of making either a Tax Deduction or a payment required in connection with a Tax Deduction, the Chargor must deliver to the Trustees evidence satisfactory to them (acting reasonably) that the Tax Deduction has been made or (as applicable) the appropriate payment has been paid to the relevant taxing authority.

#### **14. DELEGATION**

##### **14.1 Power of attorney**

The Trustees or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by them or it under this Deed.

##### **14.2 Terms**

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

##### **14.3 Liability**

No Trustee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

#### **15. FURTHER ASSURANCES**

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

- (a) creating, perfecting or protecting any Security Interest intended to be created by this Deed; or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Trustees or any Receiver or any of their or its delegates or sub-delegates in respect of any Security Asset.

Including:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Trustees or their nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration.

which, in any such case, the Trustees (acting reasonably) consider necessary.

#### **16. POWER OF ATTORNEY**

The Chargor, by way of security, irrevocably and severally appoints each Trustee, each Receiver and any of the foregoing's delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and

confirms whatever any attorney does or purports to do under its appointment under this Clause 16.

## **17. PRESERVATION OF SECURITY**

### **17.1 Continuing Security**

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

### **17.2 Reinstatement**

- (a) If any discharge, release or arrangement is made by the Trustees in whole or in part on the faith of any payment, security or other disposition which is avoided, set aside, refunded or reduced under any applicable law or proves to have been invalid or must be restored in insolvency, liquidation, administration or otherwise without limitation, the liability of the Chargor under this Deed will continue as if the discharge, release or arrangement had not occurred.
- (b) The Trustees may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

### **17.3 Waiver of defences**

The liabilities and obligations of the Chargor under this Deed shall remain in full force and effect and will not be affected by any act, omission, neglect, event or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to the Chargor or any Trustee) including:

- (a) any time, waiver, consent or other accommodation granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) 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;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amendment, novation, supplement, extension or restatement (however fundamental and whether or not more onerous, and of whatsoever nature) or replacement of this Deed and Secured Liability or any other document or security, including any agreement or document relating to the Scheme;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under this Deed, or any Secured Liability or any other document or security; or
- (h) any insolvency or similar proceedings.

#### **17.4 Chargor intent**

Without prejudice to the generality of Clause 17.3 (Waiver of defences) the Chargor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Secured Liabilities.

#### **17.5 Immediate recourse**

The Chargor waives any right it may have of first requiring any Trustee (or any trustee, agent or appointee on its behalf) to proceed against or enforce any other right or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law to the contrary.

#### **17.6 Appropriations**

Each Trustee (or any trustee, agent or appointee on its behalf) may at any time during the Security Period without affecting the liability of the Chargor under this Deed:

- (a)
  - (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Trustee (or any trustee or agent on its behalf) in respect of those amounts; or
  - (ii) apply and enforce the same in such manner and order as it sees fit (whether against those amounts 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 Net Enforcement Proceeds and any moneys received from the Chargor or on account of the Chargor's liability under this Deed including, without prejudice to the generality of the foregoing, until an Insolvency Event has occurred in relation to any Company.

#### **17.7 Non-competition**

Unless:

- (a) the Security Period has expired; or
- (b) the Trustees otherwise direct.

the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed:

- (i) be subrogated to any rights, security or moneys held, received or receivable by any Trustee;
- (ii) to claim any contribution or indemnity from any other guarantor of any Company's obligations or liabilities to make payments to the Scheme or in respect of any payment made or moneys received on account of the Chargor's liability under this Deed;

- (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Trustees in respect of any Company's obligations or liabilities to make payments to the Scheme, or under or pursuant to any other guarantee or security taken by the Trustees pursuant to or in connection with such obligations or liabilities of any Company;
- (iv) to bring legal or other proceedings for an order requiring any Company to make any payment, or perform any obligation, in respect of any Secured Liability;
- (v) to exercise any right of set-off against any Company; and/or
- (vi) to claim, rank, prove or vote as a creditor of any Company, or its estate in competition with the Trustees (or any trustee or agent on their behalf).

If the Chargor receives any payment, distribution, benefit or security in relation to such rights it shall hold that payment, distribution, benefit or security on trust for the Trustees and immediately pay or transfer the same to the Trustees or in accordance with any directions given by the Trustees.

#### **17.8 Additional security**

This Security is in addition to and is not in any way prejudiced or affected by, and shall not merge with any other judgment, guarantee, security, right or remedy now or subsequently obtained or held by the Trustees for the discharge and performance of any of the Secured Liabilities.

### **18. CHANGES TO THE PARTIES**

#### **18.1 Assignments and transfers by the Chargor**

The Chargor may not assign or transfer any of its rights and obligations under this Deed.

#### **18.2 Assignments and Transfers by the Trustees**

- (a) The Chargor acknowledges that:
  - (i) the rights and obligations of the Trustees under this Deed may be transferred in whole or in part to the Pension Protection Fund as a result of the operation of Section 161 of and Schedule 6 to the Pensions Act 2004; and
  - (ii) the rights and obligations under this Deed shall be binding upon and enure for the benefit of any person who is for the time being a trustee of the Scheme including any person who succeeds or replaces a trustee of the Scheme.
- (b) Each Trustee may at any time and from time to time (without consent of or notice to the Chargor) assign and/or transfer any or all of its rights and/or obligations under this Deed to any person or persons.

### **19. AMENDMENTS**

- (a) Any amendment of this Deed shall be in writing and signed by, or on behalf of, each Party.

- (b) Notwithstanding Clause 19(c) below, the Parties may agree any changes of any kind to this Deed (including to Clause 3.4), or to release the Chargor from this Deed, provided any such amendment or release is in writing and signed by, or on behalf of, each Party.
- (c) At any time while this Deed remains in force, but no more than once in any 12 month period, the Chargor may submit to the Trustees a written proposal (each a Proposal) to release the Chargor from its obligations.
- (d) The consent of the Trustees to a Proposal must not be unreasonably withheld or delayed, and in determining whether to provide consent, the Trustees shall have regard to (but not by way of limitation) the extent to which, on an Insolvency Event, the Chargor would become liable for a debt under Section 75 of the Pensions Act 1995 and its ability to pay or discharge the Secured Scheme Liabilities.
- (e) Subject to Clause 19(d) above, upon notice of consent being delivered by the Trustees to the Chargor, the Parties shall (at the Chargor's expense pursuant to Clause 13.1 (Amendment costs)) promptly take all steps and execute all documents reasonably specified by the Trustees to implement such Proposal.

## 20. SUBSTITUTION OF PROPERTY

- (a) The Chargor may, at any time, submit to the Trustees a request that there be substituted for any property forming part of the Mortgaged Property another property of not materially less value (the **Substitute Property**).
- (b) The Chargor shall supply such information in relation to the proposed Substitute Property as the Trustees shall request for the purpose of considering the Chargor's request. If the Trustees in their absolute discretion consent to the proposed substitution then, subject to receipt by the Trustees of the documents and other items listed in Schedule 4 (Conditions precedent to substitution) in form and substance satisfactory to the Trustees, the Substitute Property will become part of the Mortgaged Property and the property for which the Substitute Property is to be substituted shall be released from this Security.
- (c) This Clause 20 shall not apply if this Security has become enforceable.

## 21. REMEDIES AND WAIVERS

No failure to exercise nor any delay in exercising any right or remedy under this Deed against the Chargor shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

## **22. SET-OFF**

A Trustee may set off any matured obligation owed to it by the Chargor under this Deed (to the extent beneficially owned by that Trustee) against any obligation (whether or not matured) owed by that Trustee to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Trustee may convert either obligation at a market rate of exchange selected by it (acting reasonably) for the purpose of the set-off.

## **23. SEVERABILITY, REMEDIES AND WAIVERS**

- (a) If a term of this Deed is or becomes illegal, invalid or unenforceable in any respect in any jurisdiction, that shall not affect:
- (i) the legality, validity or enforceability in that jurisdiction of any other term of this Deed; or
  - (ii) the legality, validity or enforceability in other jurisdictions of that or any other term of this Deed.
- (b) No failure to exercise, nor any delay in exercising, on the part of any Trustee, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of any Trustee shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

## **24. COUNTERPARTS**

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

## **25. CERTIFICATES AND DETERMINATIONS**

Any certification or determination by the Trustees of an amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

## **26. NOTICES**

### **26.1 In Writing**

- (a) Any communication in connection with this Deed must be in writing and, unless otherwise stated, may be given in person, by post.
- (b) Unless it is agreed to the contrary, any consent or agreement required under this Deed must be given in writing.

### **26.2 Contact Details**

- (a) The contact details of the Chargor for this purpose are:

Address: 43 Upper Grosvenor Street, London, W1K 2NJ

Attention: SECRETARY GENERAL OF THE JOINT ARAB-BRITISH  
CHAMBER OF COMMERCE

(b) The contact details of the Trustees are:

Address: 43 Upper Grosvenor Street, London, W1K 2NJ

Attention: CHAIR OF TRUSTEES OF THE ARAB-BRITISH CHAMBER OF  
COMMERCE RETIREMENT BENEFITS PLAN

### 26.3 Effectiveness

(a) Except as provided below, any communication in connection with this Deed will be deemed to be given as follows:

- (i) if delivered in person, at the time of delivery; and
- (ii) if posted, five (5) days after being deposited in the post, postage prepaid, in a correctly addressed envelope.

(b) A communication given under Clause 26.3(a) above but not received on a Business Day or after 5 p.m. on a Business Day will only be deemed to be given on the next Business Day.

### 27. LANGUAGE

Any notice given in connection with this Deed must be in English.

### 28. GOVERNING LAW

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

### 29. ENFORCEMENT

#### 29.1 Jurisdiction

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

(b) The Parties agree that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no Party will argue to the contrary.

#### 29.2 Waiver of Immunity

The Chargor irrevocably and unconditionally:

(a) agrees not to claim any immunity from proceedings brought by a Trustee against it in relation to this Deed and to ensure that no such claim is made on its behalf;

(b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings;

- (c) waives generally all immunity it or its assets or revenues may otherwise have in any jurisdiction, including immunity in respect of:
  - (i) the giving of any relief by way of injunction or order for specific performance or for the recovery of assets or revenues; and
  - (ii) the issue of any process against its assets or revenues for the enforcement of a judgment or, in an action in rem, for the arrest, detention or sale of any of its assets and revenues; and
- (d) agrees that in any proceedings in England this waiver shall have the fullest scope permitted by the English State Immunity Act 1978 and that this waiver is intended to be irrevocable for the purposes of the English State Immunity Act 1978.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of this Deed.

**SCHEDULE 1**

**COMPANIES**

<b>Company name</b>	<b>Registration number</b>	<b>Address</b>
The Joint Arab-British Chamber of Commerce	01199402	43 Upper Grosvenor Street, London, W1K 2NJ

## SCHEDULE 2

### REAL PROPERTY

1. Leasehold land known as 43 Upper Grosvenor Street, London, W1K 2NJ held under a lease dated 24 March 1998 between (1) Grosvenor (Mayfair) Estate and (2) UBS Xanadu GP Limited and Rugby Union Estates Limited (trading as The Rugby Union Partnership) for a term of 125 years from 25 March 1998 together with all deeds and documents supplemental to the same as such lease is registered at today's date under title number NGL760757.
2. Leasehold land known as former airspace at basement and ground floor levels of 43 Upper Grosvenor Street, London, W1K 2NJ held under a lease dated 29 June 2007 between (1) Grosvenor West End Properties and (2) The Joint Arab-British Chamber of Commerce for a term from 29 June 2007 to 24 March 2123 together with all deeds and documents supplemental to the same as such lease is registered at today's date under title number NGL760757
3. Those rights of occupation held by the Chargor under a licence to occupy of terrace areas of 43 Upper Grosvenor Street, London, W1K 2NJ dated 29 June 2007 between (1) Grosvenor West End Properties and (2) The Joint Arab-British Chamber of Commerce together with all deeds and documents supplemental to the same.

**SCHEDULE 3**

**FORMS OF LETTER FOR OCCUPATIONAL TENANTS**

**PART 1**

**NOTICE TO OCCUPATIONAL TENANT**

**[On the letterhead of the Chargor]**

To: [Occupational tenant]

[Date]

Dear Sirs,

Re: [Property]

**Security Agreement dated [●] between [Chargor]  
and [●] and [●] as trustees of the [● pension scheme] (the Security Document)**

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

This letter constitutes notice to you that under the Security Document we have assigned by way of security to [●] and [●] as trustees of the [● pension scheme] (the Trustees) all our rights under the Lease.

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

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

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

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

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

Yours faithfully,

For  
[CHARGOR]

PART 2

ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To: [●] and [●] as trustees of the [● pension scheme]

Attention: [●]

[Date]

Dear Sirs,

Re: [Property]

Security Agreement dated [●] between [Chargor]  
and [●] and [●] as trustees of the [● pension scheme] (the Security Document)

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

We accept the instructions contained in the Notice and agree to comply with the Notice.

We confirm that we:

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

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

Yours faithfully,

.....  
For  
[ ]

## **SCHEDULE 4**

### **CONDITIONS PRECEDENT TO SUBSTITUTION**

1. A Supplemental Security Agreement in relation to the Substitute Property.
2. A legal opinion in relation to the Supplemental Security Agreement.
3. A Certificate of Title in relation to the Substitute Property.
4. A Valuation in relation to the Substitute Property.

SIGNATORIES

Chargor

EXECUTED AS A DEED by )  
THE JOINT ARAB-BRITISH CHAMBER )  
OF COMMERCE )  
acting by two directors )

Director signature.....

Print name .....

Director signature

Print name

Trustees

SIGNED AS A DEED by )  
ANTHONY GRAHAM BRUCE as a trustee of the )  
ARAB-BRITISH CHAMBER OF COMMERCE )  
RETIREMENT BENEFITS PLAN )



in the presence of:

Signature of witness .....  


Print name ANDREW PATTEN

Address FISHPHISHEN LLP RIVERBANK HOUSE

2 SWAN LANE LONDON EC4R 3TT

Occupation SOLICITOR

SIGNED AS A DEED by )  
CHAKER MOHAMMAD CHAMSI-PASHA )  
as a trustee of the ARAB-BRITISH CHAMBER )  
OF COMMERCE RETIREMENT BENEFITS )  
PLAN )



in the presence of:

Signature of witness 

Print name ANONEN PATTEN

Address FIELD FISHER LLP RIVERDAWN HOUSE

2 SWAN LANE LONDON EC4R 3TT

Occupation SOLICITOR

SIGNED AS A DEED by )  
ABDELSALAM EL-IDRISSI as a trustee of the )  
ARAB-BRITISH CHAMBER OF COMMERCE )  
RETIREMENT BENEFITS PLAN )

in the presence of:



Signature of witness 

Print name ANONEN PATTEN

Address FIELD FISHER LLP RIVERDAWN HOUSE

2 SWAN LANE LONDON EC4R 3TT

Occupation SOLICITOR

SIGNED AS A DEED by )  
DAVID GRACE as a trustee of the )  
ARAB-BRITISH CHAMBER OF COMMERCE )  
RETIREMENT BENEFITS PLAN )

in the presence of:

Signature of witness .....

Print name .....

Address .....

Occupation .....

SIGNED AS A DEED by ROBERT )  
BLACKBURN GRAY as a trustee of the )  
ARAB-BRITISH CHAMBER OF COMMERCE )  
RETIREMENT BENEFITS PLAN )



in the presence of:

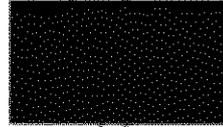
Signature of witness ..... 

Print name ANONEN PATTEN

Address FIELD FISHER LLP RIVERBANK HOUSE  
2 SWAN LANE LONDON EC4R 3TF

Occupation SOLICITOR

SIGNED AS A DEED by TERENCE JOHN )  
STONE as a trustee of the ARAB-BRITISH )  
CHAMBER OF COMMERCE RETIREMENT )  
BENEFITS PLAN )



in the presence of:

Signature of witness 

Print name ANDREW PATTEN

Address FIELDPIPER LLP RIVERBANK HOUSE

2 SWAN LANE LONDON EC4A 3TT

Occupation SOLICITOR

## SECURITY AGREEMENT

DATED *5 December* 2023

1. THE JOINT ARAB-BRITISH CHAMBER OF COMMERCE

- and -

2. ANTHONY GRAHAM BRUCE, CHAKER MOHAMMAD CHAMSI-PASHA,  
ABDELSALAM EL-IDRISSI, DAVID GRACE, ROBERT BLACKBURN GRAY and TERENCE  
JOHN STONE (as trustees of the ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT  
BENEFITS PLAN)

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THIS DEED is dated

5 December

2023 between:

- (1) THE JOINT ARAB-BRITISH CHAMBER OF COMMERCE (a company incorporated and registered in England and Wales under company number 1199402) (the **Chargor**); and
- (2) ANTHONY GRAHAM BRUCE, CHAKER MOHAMMAD CHAMSI-PASHA, ABDELSALAM EL-IDRISSI, DAVID GRACE, ROBERT BLACKBURN GRAY and TERENCE JOHN STONE as trustees of the ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT BENEFITS PLAN and any other person or persons who is or are for the time being a trustee of the ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT BENEFITS PLAN (each a **Trustee** and together the **Trustees**).

IT IS AGREED as follows:

**1. INTERPRETATION**

**1.1 Definitions**

In this Deed:

**Act** means the Law of Property Act 1925.

**Approved Tenancies** means:

- (a) those Occupational Leases current as at today's date and as are reported upon in the Certificate of Title; and
- (b) any future Occupational Leases satisfying the following criteria, it shall be:
  - (i) excluded from the security of tenure provisions of the Landlord and Tenant Act 1954;
  - (ii) for a term of not more than seven years;
  - (iii) of a floor area of not more than 40% of the net lettable area of the relevant Premises;
  - (iv) granted on arms-length terms and be in form consistent with the requirements of any Headlease;
  - (v) at a yearly rent of not less than then then open market rent of the underlet premises and which yearly rent may be inclusive of insurance, business rates and/or service charge; and
  - (vi) granted on terms requiring payment of a fair and reasonable proportion of the Chargor's running costs for the building (to the extent not forming a part of the open market yearly rent);

**Business Day** means a day (other than a Saturday or a Sunday) on which banks are open for general business in London;

**Certificate of Title** means any certificate of title on the Mortgaged Property addressed to and provided at the request of the Trustees before the date of this Deed;

**Companies** means the companies listed in Schedule 1 (Companies) as such schedule may be amended from time to time by the Parties;

**Creditors' Process** means, in relation to a person, any expropriation, attachment, sequestration, distress or execution (or any analogous event in any jurisdiction) which affects any encumbrancer taking possession of the whole or any part of the property, asset or assets of that person and is not discharged within 14 days unless such process is either being contested in good faith and/or shown as being frivolous or vexatious and is discharged within 14 days after commencement;

**Contract Claims** means:

- (a) any sums payable to the Chargor pursuant to all representations, warranties, undertakings and indemnities to, agreements with and security to be provided in favour of the Chargor in respect of and pursuant to each of the Relevant Contracts; and
- (b) any net proceeds of any claims, awards and judgements which may at any time be received or receivable by the Chargor pursuant to any of the Relevant Contracts together with the benefit of all powers and remedies for enforcing the same;

**Demand** means any demand made on the Chargor by the Trustees under Clause 2 (Covenant to pay) in relation to the Secured Scheme Liabilities of a Company;

**Disposal Proceeds** means all capital monies or other sums or other consideration paid or payable in respect of the disposal of the Chargor's interest in all or any part of any Mortgaged Property;

**Environmental Approval** means any consent, approval, authorisation, permission or licence required by any Environmental Law;

**Environmental Claim** means any action or claim by any person in connection with:

- (a) a breach, or alleged breach, of an Environmental Law;
- (b) a liability, or alleged liability, under Environmental Law;
- (c) a failure to comply with any Environmental Approval;
- (d) any accident, fire, explosion or other event of any type involving an emission or substance which is capable of causing harm to any living organism or the environment; or
- (e) any other environmental contamination,

in each case in relation to, or otherwise affecting, the Security Assets;

**Environmental Law** means any law or regulation concerning:

- (a) the protection of health and safety;
- (b) the environment; or
- (c) any emission or substance which is capable of causing harm to any living organism or the environment;

**Event of Default** means an event specified as such in Clause 7 (Default);

**Fixtures** means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property;

**Headlease** means a lease under which any Mortgaged Property may be held by the Chargor;

**Implementation Date** has the meaning given to it in Clause 19 (Amendments);

**Insolvency Event** means in respect of any Company:

- (a) an 'insolvency event' as defined in Section 121 of the Pensions Act 2004 or regulations made from time to time thereunder;
- (b) a 'corporate insolvency or restructuring procedure' as defined in Section 27 of the Corporate Insolvency and Governance Act 2020; or
- (c) the receipt by the Pension Protection Fund of an application or notification from the Trustees or the Pensions Regulator that such Company is unlikely to continue as a going concern, which is purported to be made in accordance with Section 129 of the Pensions Act 2004 or regulations made from time to time thereunder;

**Insolvency Proceedings** means in respect of any person:

- (a) any procedure or step is taken with a view to a moratorium or a composition, assignment or similar arrangement with any of its creditors;
- (b) a meeting of its shareholders, directors or other officers is convened for the purpose of considering any resolution for, to petition for or to file documents with a court or any registrar for, its winding-up, administration, dissolution, reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement or otherwise), or any such resolution is passed;
- (c) any person presents a petition, or files documents with a court or any registrar, for its winding-up, administration, dissolution, reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement or otherwise);
- (d) any Security Interest is enforced by any person over any of its assets;
- (e) an order for its winding-up, administration, reorganisation or restructuring (by way of voluntary arrangement, scheme of arrangement or otherwise) is made;
- (f) any liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, moratorium monitor or similar officer is appointed in respect of it or any of its assets;
- (g) its shareholders, directors or other officers or that person itself apply/ies to court for the appointment of, or give(s) notice of their intention to appoint, a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, moratorium monitor or similar officer; or
- (h) any other analogous step or procedure is taken in any jurisdiction.

provided that Paragraphs (a) to (h) of this definition (as may be applicable) shall not apply to:

- (i) any winding-up petition which is frivolous or vexatious or contested in good faith and is discharged, stayed or dismissed within 14 days of commencement; or
- (ii) any application for administration made by a person other than the Chargor or their respective directors or any tax authority or any other governmental entity, or any designated officer in the exercise of the power conferred by Section 87A of the Magistrates Court Act 1980 and which is:
  - (A) frivolous or vexatious; and
  - (B) discharged or dismissed and evidence of such discharge or dismissal is delivered to the Trustees within three Business Days of presentation and in any event at least seven Business Days before the date on which such application is due to be heard.

and provided that the Chargor has delivered to the Trustees a copy of any such administration application within one Business Day of receipt of such application by the Chargor;

**Insured Property Assets** means the Premises and all the Chargor's other assets of an insurable nature in or on the Mortgaged Property;

**Material Adverse Effect** means a material adverse effect on:

- (a) the ability of the Chargor to perform its obligations under this Deed;
- (b) the business, operations, property, assets or financial condition of the Chargor;
- (c) the validity or enforceability of, or the effectiveness, making or ranking of, this Deed; or
- (d) the validity or enforceability, or the effectiveness or ranking of, any right or remedy of the Trustees under this Deed.

**Mortgaged Property** means all freehold or leasehold property included in the definition of Security Assets;

**Net Enforcement Proceeds** means, in relation to any Security Asset:

- (a) any proceeds of sale or enforcement; and/or
- (b) any Rental Income,

collected or received by the Trustees (or any Receiver) arising from that Security Asset following the enforcement of this Security, less all costs, expenses, remuneration and other items relating thereto contemplated in Clause 12(a) (Application of Proceeds);

**Occupational Lease** means any lease, agreement for lease, licence or other occupational interest subject to which the Chargor's interest in a Mortgaged Property is held, now or in the future, including any guarantee and rent deposit arrangements entered into under the terms of them;

**Party** means a party to this Deed;

**Pension Protection Fund** means the Board of the Pension Protection Fund as established under Part 2 of the Pensions Act 2004;

**Pensions Regulator** means the body of that name and referred to as the "Regulator" in the Pensions Act 2004;

**Premises** means all buildings and erections included in the definition of Mortgaged Property;

**Proposal Date** has the meaning given to it in Clause 19 (Amendments);

**Proposals** has the meaning given to it in Clause 19 (Amendments);

**Receiver** means a receiver and manager or a receiver or an administrator or an administrative receiver, in each case, appointed under this Deed;

**Relevant Contracts** means each and all of the following both present and future:

- (a) each contract in respect of any disposal of any Security Asset;
- (b) each Occupational Lease;
- (c) any managing agent's agreement; and
- (d) all other agreements in which the Chargor has an interest,

including, in each case, any guarantees or sureties entered into in respect of them;

**Rental Income** means the aggregate of all amounts paid or payable to or for the account or benefit of the Chargor in connection with the letting, use or occupation of the whole or any part of the Mortgaged Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of the Chargor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of a Security Asset and any fixture and fitting on a Security Asset including any fixture or fitting on a Security Asset for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender or variation of any Occupational Lease;
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Occupational Lease and/or for expenses incurred in relation to any such breach;
- (h) any service charge payments;
- (i) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease;

- (j) any contribution by an occupational tenant of a Mortgaged Property to ground rent due under any Headlease; and
- (k) any sum paid or payable by any guarantor of any occupational tenant under any Occupational Lease;
- (l) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor; and
- (m) any amount that represents VAT chargeable in respect of any such sum;

**Reservations means:**

- (a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court and damages may be regarded as an adequate remedy;
- (b) the limitation on enforcement as a result of laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws affecting the rights of creditors generally;
- (c) the statutory time-barring of claims;
- (d) defences of set off or counterclaim;
- (e) rules against penalties and similar principles;
- (f) the fact that security which is described as fixed security may in fact be floating security;
- (g) the possibility that an undertaking to assume liability for, or indemnify a person against, non-payment of stamp duty may be void;
- (h) the fact that a court may refuse to give effect to a purported contractual obligation to pay costs imposed upon another person in respect of costs of an unsuccessful litigation brought against that person or may not award by way of costs all of the expenditure incurred by a successful litigant in proceedings brought before that court or that a court may stay proceedings if concurrent proceedings based on the same grounds and between the same parties have previously been brought before another court; and/or
- (i) any steps for perfection not required by the terms of this Deed to be taken,

and any other reservations or qualifications of law contained in any legal opinion delivered to the Trustees in respect of this Deed;

**Scheme** means the Arab-British Chamber of Commerce Retirement Benefits Plan (registration number PSR 10003114);

**Secured Liabilities** means the Secured Scheme Liabilities and all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of the Chargor under this Deed;

**Secured Scheme Liabilities** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally and in any capacity whatsoever) of each Company to make payments to the Scheme;

**Security Assets** means all assets of the Chargor the subject of any Security Interest created, or purported to be created, by this Deed and any Supplemental Security Agreement;

**Security Interest** means any mortgage, charge, pledge, lien, assignment, hypothecation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

**Security Period** means the period beginning on the date of this Deed and ending on the date on which all Secured Liabilities which may become or have become due have been unconditionally and irrevocably paid and discharged in full;

**Subsidiary** means:

- (a) a subsidiary within the meaning of Section 1159 of the Companies Act 2006; and
- (b) unless the context otherwise requires, a subsidiary undertaking within the meaning of Section 1162 of the Companies Act 2006;

**Substitute Property** means a freehold or leasehold property approved by the Trustees pursuant to Clause 20 (Substitution of Property) in their absolute discretion and in relation to which the conditions set out in Schedule 4 (Conditions precedent to substitution) have been satisfied;

**Supplemental Security Agreement** means a security agreement supplemental to this Deed executed by the Chargor in favour of the Trustees containing a charge by way of legal mortgage over a Substitute Property;

**Tax** means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any related penalty or interest payable in connection with any failure to pay or any delay in paying any of the same);

**Tax Deduction** means a deduction or withholding for or on account of Tax from a payment under this Deed;

**Valuation** means a valuation of the Chargor's interest in the Mortgaged Property by the Valuer, addressed to the Trustees and prepared on the basis of the market value as that term is defined in the then current Statements of Asset Valuation Practice and Guidance Notes issued by the Royal Institution of Chartered Surveyors; and

**Valuer** means Mellersh & Harding LLP or any other surveyor or valuer appointed by the Trustees.

## 1.2 Construction

- (a) In this Deed unless the contrary intention appears, a reference to:
  - (i) ~~assets~~ includes present and future properties, revenues and rights of every description and includes uncalled capital;

- (ii) an **authorisation** includes an authorisation, consent, approval, resolution, licence, exemption, filing, registration or notarisation;
  - (iii) **disposal** means a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary, and **dispose** will be construed accordingly;
  - (iv) **this Security** means any Security Interests created by this Deed and any Supplemental Security Agreement;
  - (v) a **person** includes any individual, firm, company, corporation, unincorporated association or body (including a partnership, trust, joint venture or consortium), government, state, agency, organisation or other entity whether or not having separate legal personality;
  - (vi) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but, if not having the force of law, being of a type with which persons to which it applies are accustomed to comply) of any governmental, inter-governmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
  - (vii) **Sterling or £** is a reference to the lawful currency for the time being of the United Kingdom;
  - (viii) a **provision of law** is a reference to that provision as extended, applied, amended or re-enacted and includes any subordinate legislation;
  - (ix) a **Clause**, a **Subclause**, a **Paragraph**, a **Subparagraph** or a **Schedule** is a reference to a clause, a subclause, a paragraph or a subparagraph of, or a schedule to, this Deed;
  - (x) a **Party** or any other person includes its successors in title, permitted assigns and permitted transferees and this Deed shall be binding on and enforceable by any person who is for the time being a trustee of the Scheme including any person who succeeds or replaces a trustee of the Scheme (and this Clause 1.2(a)(x) shall be in addition to, and not affect, the provisions of the Trustee Act dealing with transfers of assets and liabilities from one trustee to another);
  - (xi) this **Deed** (or any specified provision of it) or any other document shall be construed as a reference to this Deed, that provision or that document as in force for the time being and as amended, restated, varied, supplemented or novated from time to time;
  - (xii) **Including** shall not be construed narrowly but be taken as reading **including without limitation**;
  - (xiii) a **time of day** is a reference to London time; and
  - (xiv) words importing the singular shall include the plural and vice versa.
- (b) An Event of Default is "continuing" if it has not been waived.

- (c) Unless the contrary intention appears, a reference to a month or months is a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month or the calendar month in which it is to end, except that:
  - (i) if the numerically corresponding day is not a Business Day, the period will end on the next Business Day in that month (if there is one) or the preceding Business Day (if there is not);
  - (ii) if there is no numerically corresponding day in that month, that period will end on the last Business Day in that month; and
  - (iii) notwithstanding Clause 1.2(c)(i) above, a period which commences on the last Business Day of a month will end on the last Business Day in the next month or the calendar month in which it is to end, as appropriate.
- (d) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 and, notwithstanding any term of this Deed, no consent of any third party is required for any variation (including any release or compromise of any liability) or termination of this Deed. As contemplated by Clause 1.2(a)(x) above, any person who is for the time being a trustee of the Scheme may enforce or enjoy the benefit of any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- (e) If the Trustees consider that an amount paid to them under this Deed is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.
- (g) The headings in this Deed do not affect its interpretation.
- (h) It is intended by the Parties that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

## **2. COVENANT TO PAY**

The Chargor must, on demand following the occurrence of any Insolvency Event, pay or discharge the Secured Scheme Liabilities when due.

## **3. CREATION OF SECURITY**

### **3.1 General**

- (a) All the Security Interests created under this Deed:
  - (i) are created in favour of the Trustees;
  - (ii) are created over present and future assets of the Chargor;
  - (iii) are continuing security for the payment of all the Secured Liabilities; and

- (iv) are made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document:
  - (i) the Chargor must notify the Trustees promptly;
  - (ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself; and
  - (iii) unless the Trustees otherwise require, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.
- (c) The obligations of the Chargor under this Deed shall survive the enforcement of the whole or any part of the Security Assets.

### 3.2 Charge

- (a) The Chargor charges and agrees to charge:
  - (i) by way of a first legal mortgage the real property specified in Schedule 2 (Real Property);
  - (ii) its interest in the Relevant Contracts;
  - (iii) all claims under and all proceeds of all policies of insurance in respect of the Security Assets which are at any time held by or written in favour of the Chargor or in which the Chargor from time to time has an interest;
  - (iv) to the extent that the Rental Income is not effectively assigned under Clause 3.3 (Assignment), by way of first fixed charge, all Rental Income;
  - (v) the benefit of all guarantees, warranties and representations given or made by any manufacturers, suppliers and installers of any Fixtures and fittings now or in future on the Mortgaged Property; and
  - (vi) all future easements, licences and other rights at any time vested in the Chargor in connection with the Mortgaged Property.
- (b) A reference in this Subclause 3.2 to a mortgage or charge of any freehold, leasehold or other immovable property includes:
  - (i) all buildings, fixtures, fittings and fixed plant and machinery and Fixtures on that property; and
  - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

### 3.3 Assignment

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

- (a) all of its rights in respect of all Rental Income;
- (b) all of its rights, title, interest and benefit in and to the Contract Claims;
- (c) the Disposal Proceeds; and
- (d) all causes of action and other rights and remedies in which it has an interest at any time.

#### 3.4 Limit on amount recoverable

- (a) The total amount which may be:
  - (i) recovered from the Chargor pursuant to any Demands in relation to any Company's Secured Scheme Liabilities; and/or
  - (ii) applied by the Trustees against any Company's Secured Scheme Liabilities from any Net Enforcement Proceeds,

shall not exceed an amount equal to the entire aggregate liability (on the reference date) of every employer (within the meaning set out in Section 318 of the Pensions Act 2004 and regulations made thereunder) in relation to the Scheme, were a debt under Section 75 of the Pensions Act 1995 to have become due on the reference date (where reference date means the date of the Insolvency Event to which (1) the relevant Demand relates or (as the case may be) (2) the relevant application of Net Enforcement Proceeds relates (including as contemplated by Clause 17.6(b) (Appropriations)) or, in either case if earlier, on the calculation date for debt due under Section 75 of the Pensions Act 1995 as nominated by the Trustees following the start of the winding up of the Scheme.

- (b) Any Demand, and/or payment by the Chargor pursuant to any Demand, and/or any application of Net Enforcement Proceeds (including as contemplated by Clause 17.6(b) (Appropriations)) shall not reduce the amount referred to in Clause 3.4(a) above.
- (c) The Trustees shall determine (acting reasonably) at the cost of the Chargor, using such legal, financial, accounting, pensions or other professional adviser(s) as the Trustees may select, the amount referred to in Clause 3.4(a)(i) above by reference to Section 75 of the Pensions Act 1995 and shall notify the Chargor of such determination. The Chargor shall on demand reimburse the Trustees for any costs and expenses incurred by the Trustees in relation to such determination.

## 4. PAYMENTS

### 4.1 Funds

Payments under this Deed to the Trustees must be made for value on the due date at such times and in such funds as the Trustees may specify to the Chargor as being customary at the time for the settlement of transactions in the relevant currency in the place for payment.

### 4.2 Currency

Any amount payable under this Deed is payable in Sterling.

**4.3 No set-off or counterclaim**

All payments made by the Chargor under this Deed shall be calculated and must be made without (and be free and clear of any deduction for) set-off or counterclaim.

**4.4 Business Days**

If a payment under this Deed is due on a day which is not a Business Day, the due date for that payment will instead be the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

**5. REPRESENTATIONS**

**5.1 Representations**

The representations set out in this Clause 5 are made by the Chargor to the Trustees.

**5.2 Status**

(a) It is a limited liability company, duly incorporated and validly existing under the laws of its jurisdiction of incorporation.

(b) It has the power to own its assets and carry on its business as it is being conducted.

**5.3 Powers and authority**

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

(b) No limit on its powers will be exceeded as a result of the grant of this Deed.

**5.4 Legal validity**

Subject to the Reservations, the obligations expressed to be assumed by it in this Deed are legal, binding, valid and enforceable obligations.

**5.5 Non-conflict**

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

(a) any law or regulation applicable to it;

(b) its constitutional documents; or

(c) any document which is binding upon it or any of its assets or constitute a default or termination event (howsoever described) under any such document.

**5.6 No insolvency**

To the knowledge of the Company, no Insolvency Proceedings or Creditors' Process have been taken or threatened in relation to it and no Insolvency Event applies to the Company.

## **5.7 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 the foregoing, would constitute) a default or termination event (howsoever described) under any document which is binding on it or any of its assets to an extent or in a manner which has or is reasonably likely to have a Material Adverse Effect.

## **5.8 Authorisations**

All authorisations required by it in connection with the entry into, performance, validity and enforceability of, and the transactions contemplated by, this Deed have been obtained or effected (as appropriate) and are in full force and effect, including any consent required under any Headlease.

## **5.9 Litigation**

No litigation, arbitration or administrative proceedings are current or, to its knowledge, pending or threatened against it or any of its Subsidiaries, which have or, if adversely determined, are reasonably likely to have a Material Adverse Effect.

## **5.10 Nature of security**

- (a) Subject to the Reservations, this Deed creates those Security Interests it purports to create and is not liable to be amended or otherwise set aside in the insolvency, liquidation or administration of the Chargor or otherwise.
- (b) The Security Interests created by this Deed constitute a first priority Security Interest over the Security Assets and the Security Assets are not subject to any prior or pari passu Security Interest.

## **5.11 Information for Certificate of Title**

- (a) The information provided by it or on its behalf to the lawyers who prepared any Certificate of Title for the purpose of that Certificate of Title was true in all material respects at the date it was expressed to be given.
- (b) The information referred to in Clause 5.11(a) above was, at the date it was expressed to be given, complete in all material respects and did not omit any information which, if disclosed, would make that information untrue or misleading in any material respect.
- (c) As at the date of this Deed, nothing has occurred since the date of any information referred to in Paragraph 5.11(a) above which, if disclosed at today's date, would make that information untrue or misleading in any material respect.

## **5.12 Title**

Except as disclosed in any Certificate of Title:

- (a) it is the sole legal and beneficial owner of the Mortgaged Property and the Rental Income;

- (b) no breach of any law or regulation is outstanding which affects or might reasonably be expected to affect materially the value of the Mortgaged Property;
- (c) there are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever affecting the Mortgaged Property;
- (d) nothing has arisen or has been created or is subsisting which would be an overriding interest, or an unregistered interest which overrides first registration or registered dispositions, over the Mortgaged Property;
- (e) no facilities necessary for the enjoyment and use of the Mortgaged Property are enjoyed by the Mortgaged Property on terms entitling any person to terminate or curtail its use;
- (f) it has received no notice of any adverse claims by any person in respect of the ownership of the Mortgaged Property or any interest in it, nor has any acknowledgement been given to any person in respect of the Mortgaged Property; and
- (g) the Mortgaged Property is held by it free from any Security Interest or any tenancies or licences other than Approved Tenancies.

#### **5.13 Valuation**

- (a) All information supplied by it or on its behalf to the Valuer for the purposes of each Valuation was true and accurate as at its date or (if appropriate) as at the date (if any) at which it is stated to be given;
- (b) any financial projections contained in the information referred to in Clause 5.13(a) above have been prepared as at their date, on the basis of recent historical information and assumptions believed by it, at that time, to be fair and reasonable;
- (c) it has not omitted to supply any information which, if disclosed, would reasonably be expected to adversely affect the Valuation; and
- (d) as at the date of this Deed, nothing has occurred since the date information referred to in Clause 5.13(a) above was supplied which, if it had occurred prior to the Valuation, would adversely affect the Valuation.

#### **5.14 Environmental matters**

- (a) The Chargor is in compliance with Clause 6.7 (Environmental matters) and no circumstances have occurred which would prevent such compliance in a manner or to an extent which has or is reasonably likely to have a Material Adverse Effect.
- (b) No Environmental Claim has been commenced or is threatened against the Chargor.
- (c) No dangerous substance has been used, disposed of, generated, stored, dumped, released, deposited, buried or emitted at, on, from or under the Mortgaged Property.

#### **5.15 Centre of main interest and establishments**

For the purposes of the Regulation (EU) 2015/848 of the European Parliament and of the Council of 20 May 2015 on insolvency proceedings (recast) as amended by the Insolvency

(Amendment) (EU Exit) Regulations 2019 SI 2019/146 and for the purposes of The Cross-Border Insolvency Regulations 2006, SI 2006/1030 (the "UNCITRAL Implementing Regulations"), the Chargor has its "centre of main interests" in England and Wales and it has no "establishment", as that term is used in the UNCITRAL Implementing Regulations, in any other jurisdiction.

#### **5.16 Times for making representations**

- (a) The representations set out in this Clause 5 are made by the Chargor on the date of this Deed.
- (b) The representations set out in this Clause 5 (other than those in Clauses 5.11(c), 5.12(g) and 5.13(d)) are deemed to be repeated by the Chargor on 31 March and 1 April of each year during the Security Period.
- (c) When a representation is repeated, it is applied to the circumstances existing at the time of repetition.

### **6. COVENANTS**

#### **6.1 General**

The Chargor agrees to be bound by the covenants set out in this Clause 6 so long as any Secured Liabilities are outstanding.

#### **6.2 Notification of breach**

The Chargor must notify the Trustees of any breach of any of the provisions of this Deed promptly upon becoming aware of its occurrence.

#### **6.3 Authorisations**

The Chargor must promptly obtain, maintain and comply with the terms of any authorisation required under any law or regulation to enable it to perform its obligations under, or for the validity or enforceability of, this Deed.

#### **6.4 Compliance with laws**

The Chargor must comply in all respects with all laws to which it is subject where failure to do so has or is reasonably likely to have a Material Adverse Effect.

#### **6.5 Pari passu ranking**

The Chargor must ensure that its payment obligations under this Deed rank at least pari passu with all its other present and future unsecured payment obligations, except for obligations mandatorily preferred by laws of general application to companies.

#### **6.6 Disposals and negative pledge**

The Chargor must not:

- (i) create, purport to create or permit to subsist any Security Interest on any Security Asset (other than this Security); or

- (ii) sell, assign, transfer, licence, lease or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interests in, any Security Asset.

#### 6.7 Environmental matters

(a) The Chargor must:

- (i) obtain all Environmental Approvals required to be obtained by it in respect of the Security Assets;
- (ii) comply in all material respects with any Environmental Approval or Environmental Law applicable to it in respect of the Security Assets;
- (iii) ensure that the Trustees do not incur any liability by reason of any breach by the Chargor of any Environmental Law or Environmental Approval; and
- (iv) promptly upon becoming aware notify the Trustees of:
  - (A) any Environmental Claim current or, to its knowledge, pending or threatened in respect of the Security Assets; or
  - (B) any circumstances reasonably likely to result in an Environmental Claim in respect of the Security Assets.

(b) The Chargor must indemnify each Trustee against any loss or liability which:

- (i) that Trustee incurs as a result of any actual or alleged breach of any Environmental Law or Environmental Approval by any person; and
  - (ii) which would not have arisen if this Deed had not been entered into,
- unless it is caused by that Trustee's gross negligence or wilful misconduct.

#### 6.8 Repair

The Chargor must:

- (a) keep the Premises and all fixed and movable plant, machinery, fixtures, fittings, cables, wires, drains, pipes and sanitary, water and other services comprised in them (in so far as the same are owned by the Chargor or their maintenance and repair is the responsibility of the Chargor) in good and substantial repair, condition;
- (b) not, without the prior written consent of the Trustees (such consent not to be unreasonably withheld or delayed), alter, pull down, remove or dispose of any of the Premises and/or the items referred to in Clause 6.8(a) except in the ordinary course of repair, maintenance or improvement, if doing so would or might reasonably be expected to have an adverse effect on the value of the Mortgaged Property or otherwise result in a Material Adverse Effect; and
- (c) keep the Fixtures and all plant and machinery owned by it and which are in or on the Premises in a good state of repair and in good working order and condition.

## 6.9 Insurance

- (a) In this Clause 6.9:

"Chargor Insurances" means any insurances to be effected and maintained by the Borrower in compliance with its obligations under this Clause 6.9 (but excluding, for the avoidance of doubt, any Landlord Insurances)

"Landlord Insurances" means any insurances to be effected and maintained by or on behalf of any landlord pursuant to any Headlease (or any other reversionary interest in the Property).

- (b) Where any of the Insured Property Assets are held on a leasehold basis by the Chargor and the terms of the applicable Headlease require that the Chargor's landlord or any landlord in reversion insure that Insured Property Asset (a "Landlord Policy") then the Chargor shall use all reasonable but commercially prudent endeavours to procure that the relevant landlord comply with its obligations under the relevant Headlease in favour of the Chargor as to the placing on risk of such a Landlord Policy.
- (c) If and to the extent that the Chargor has complied with its obligations under Clause 6.9(b), no Landlord Policy is effected which complies with the terms of Clauses 6.9(d), 6.9(e) and 6.9(h) the Chargor shall procure (in so far as the same shall be available on reasonable terms and at a reasonable premium in the UK insurance market) such additional Chargor Insurances as may be required to procure compliance with the terms of Clauses 6.9(d), 6.9(e) and 6.9(h).
- (d) Any Chargor Insurances effected and maintained by the Chargor must be in a sum or sums not less than the replacement value of the Insured Property Assets. For this purpose, replacement value means the total cost of entirely rebuilding, reinstating or replacing those Insured Property Assets in the event of their being completely destroyed, together with architects', surveyors' fees and any other professional fees which would be considered reasonably necessary in the circumstances.
- (e) Any Chargor Insurances required to be effected and maintained by the Chargor under this Clause 6.9 must be and remain:
- (i) in an amount and form acceptable to the Trustees (acting reasonably); and
  - (ii) with an insurance company or underwriter that is acceptable to the Trustees (acting reasonably).
- (f) If the Trustees give notice to the Chargor that the insurance company or underwriter in respect of any Chargor Insurances has ceased to be acceptable to them (acting reasonably) pursuant to Clause 6.9(e), the Chargor shall (in so far as the same shall be available on reasonable terms and at a reasonable premium in the UK insurance market) put in place replacement Chargor Insurances in accordance with this Clause 6.9 with an insurance company or underwriter that is reasonably acceptable to the Trustees by the date which is the earlier of the date of the expiry of the relevant policy and the date falling sixty (60) days after the date of the notice from the Trustees.

- (g) The Chargor shall procure that, either:
  - (i) all moneys received or receivable by the Chargor and/or any Subsidiary under any Chargor Insurances in respect of the Insured Property Assets must be applied:
    - (A) in replacing, restoring or reinstating the Insured Property Assets destroyed or damaged or in any other manner which the Trustees may agree; or
    - (B) after an Event of Default has occurred, if the Trustees so direct and the terms of the relevant insurances allow, in or towards satisfaction of the Secured Liabilities; or
  - (ii) the Trustees are named as co-insured on all Chargor Insurances in respect of the Insured Property Assets and are named as first loss payee in respect of all claims under such insurance policies.
- (h) The Chargor shall ensure that each Chargor Insurances contain:
  - (i) a standard mortgagee clause under which the insurance will not be vitiated or avoided as against the Trustees as a result of any misrepresentation, act or neglect or failure to disclose on the part of any insured party or any circumstances beyond the control of an insured party; and
  - (ii) terms providing that it will not, so far as the Trustees are concerned, be invalidated for failure to pay any premium due without the insurer giving to the Trustees not less than fourteen (14) days' notice in writing.
- (i) The Chargor must not do or permit anything to be done which may make void or voidable any policy of insurance in connection with any Insured Property Asset.
- (j) The Chargor must promptly pay all premiums and do all other things necessary to keep each Chargor Insurances in force.
- (k) The Chargor must, immediately on demand by the Trustees, produce to the Trustees the policy, certificate or cover note relating to any Chargor Insurances policy in respect of the Insured Property Assets and the receipt for the payment of any premium for any such insurance policy.
- (l) Where any of the Insured Property Assets shall be insured under a Landlord Policy the Chargor shall:
  - (i) comply with all obligations in the relevant Headlease relating to such Landlord Policy;
  - (ii) following a request from the Trustees, use reasonable endeavours to procure from the relevant landlord a copy of the policy, certificate or cover note relating to any Landlord Policy and the receipt for the payment of any premium for any such insurance policy and to promptly provide copies of the same to the Trustees;

- (iii) promptly notify the Trustees of any possible claim which the Chargor may make either under a Landlord Policy or the relevant Headlease (a "Relevant Claim");
- (iv) following approval of such course of action by the Trustees (such approval not to be unreasonably withheld or delayed) with respect of any Relevant Claim, notify the landlord of the Relevant Claim and to use all reasonable and commercially prudent steps to pursue such Relevant Claim; and
- (v) where the subject matter of the Relevant Claim shall exceed a sum of £10,000, not settle any claim without the prior approval of the Trustees (such approval not to be unreasonably withheld or delayed).

#### 6.10 Valuations

- (a) The Chargor must, on or before the date of this Deed, provide a Valuation to the Trustees.
- (b) The Trustees may request any additional Valuation at any time.
- (c) The Chargor must on demand by the Trustees pay the costs of any Valuation requested by the Trustees:
  - (i) where the Trustees reasonably consider that there may have been a material reduction in the value of the Mortgaged Property; or
  - (ii) at any time when an Event of Default is outstanding.
- (d) The Chargor must supply to the Trustees a copy of any valuation of any Security Asset it obtains, promptly upon obtaining it.
- (e) Any Valuation not referred to at Clauses 6.10(a) or 6.10(c) shall be at the cost of the Trustees.

#### 6.11 No structural alterations

The Chargor shall ensure that neither it nor any other person makes any structural alteration to the Mortgaged Property which materially and adversely affects the value of the Mortgaged Property without the prior written consent of the Trustees.

#### 6.12 Title covenants

The Chargor shall procure that all material covenants, agreements, obligations, stipulations and conditions now or at any time:

- (a) affecting the Mortgaged Property or its use or enjoyment (so far as the same subsist and are capable of being enforced) shall be observed and performed; and
- (b) benefiting the Mortgaged Property shall be enforced and such obligations shall not be waived, varied or released by the Chargor, or any agreement made by the Chargor to do the same.

including those contained in any Headlease and/or those contained in any agreements, assignments, contracts, conveyances, grants and other deeds and documents for the time being

binding on the Chargor or affecting the Mortgaged Property or the use or enjoyment of the Mortgaged Property and the Chargor shall not take or omit to take any action of any kind whereby any interest or estate in the Mortgaged Property may suffer a Material Adverse Effect.

#### **6.13 Pay Outgoings**

The Chargor shall:

- (a) punctually pay or procure to be paid all rates, rents, taxes, levies, charges, duties, assessments, impositions and outgoings and other sums payable out of or in respect of the Mortgaged Property or any carbon dioxide emissions associated with it and provide to the Trustees, when required, proof of such payment; and
- (b) indemnify, or procure the indemnification of, the Trustees on demand against all existing and future rents, taxes, duties, fees, renewal fees, charges, assessments, impositions and outgoings whatsoever,

whether imposed by deed or by statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character which now or at any time during the continuance of this Security are payable in respect of the Mortgaged Property or any part of it.

#### **6.14 Compliance With Leases**

The Chargor must:

- (a) perform all the material terms on its part contained in any Occupational Lease and enforce those on the part of the occupational tenant where failure to do so might have a Material Adverse Effect;
- (b) perform all the terms on its part contained in any Headlease and (except where failure to do so could not have a Material Adverse Effect) enforce those on the part of the landlord;
- (c) not do or allow to be done any act as a result of which any Headlease may become liable to forfeiture or otherwise be terminated; and
- (d) not surrender whole or part or vary the terms of any Headlease without the prior approval of the Trustees (such approval not to be unreasonably withheld or delayed).

#### **6.15 Compliance with applicable laws and regulations**

The Chargor must:

- (a) perform all its obligations under any law or regulation in any way related to or affecting the Mortgaged Property;
- (b) not suffer to be done on the Mortgaged Property anything which shall cause, constitute or contribute to any breach of the Town and Country Planning Act 1990 and any other legislation relating to town and country planning in force from time to time or any orders or regulations made under them; and

- (c) not apply for any planning consent for development or change of use of the Mortgaged Property or any part of it without the Trustees' prior consent (such consent not to be unreasonably withheld or delayed).

#### **6.16 Notices**

The Chargor must, within fourteen (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 with respect to the Mortgaged Property (or any part of it):

- (a) deliver a copy to the Trustees; and
- (b) inform the Trustees of the steps taken or proposed to be taken to comply with the relevant requirement.

#### **6.17 Leases**

- (a) The Chargor must not without the consent of the Trustees (such consent not to be unreasonably withheld or delayed) grant or agree to grant (whether in exercise or independently of any statutory power) or vary or agree to vary any Occupational Lease or any part of it or accept a surrender of any Occupational Lease or confer upon any person any contractual licence or right to occupy the Mortgaged Property provided that this Clause 6.17 shall not apply to an Approved Tenancy.
- (b) The charger shall notify the Trustees within 28 days of the grant of any Approved Tenancy and provide true copies of the various letting documents.

#### **6.18 H.M. Land Registry**

The Chargor authorises the Trustees to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estate:

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ 5 December ] 2023 in favour of ANTHONY GRAHAM BRUCE, CHAKER MOHAMMAD CHAMSI-PASHA, ABDELSALAM EL-IDRISSI, DAVID GRACE, ROBERT BLACKBURN GRAY and TERENCE JOHN STONE (as trustees of the ARAB-BRITISH CHAMBER OF COMMERCE RETIREMENT BENEFITS PLAN) referred to in the charges register or their conveyancer."*

#### **6.19 Minimum energy efficiency standards**

The Chargor must:

- (a) provide to the Trustees copies of all energy performance certificates and recommendation reports from time to time prepared or obtained by or on behalf of the Chargor that relate to the Mortgaged Property;
- (b) notify the Trustees immediately upon becoming aware of any Mortgaged Property being or becoming "sub-standard" for the purposes of The Energy Efficiency (Private Rented Property) (England and Wales) Regulations 2015; and

- (c) comply with all reasonable requirements of the Trustees in relation thereto and preventing or remedying any material adverse effect on the Valuation of the Mortgaged Property.

#### **6.20 Access**

The Chargor must permit (or procure the permission of any tenant in possession of the Mortgaged Property) the Trustees and any person nominated by them at all reasonable times to enter any part of the Mortgaged Property and view the state of it.

#### **6.21 Commonhold**

The Chargor shall not convert any freehold estate comprised in the Mortgaged Property to a freehold estate in commonhold under Part 1 of the Commonhold and Leasehold Reform Act 2002.

#### **6.22 Investigation of title**

The Chargor must grant the Trustees or their lawyers on request all facilities within the power of the Chargor to enable the Trustees or their lawyers (at the expense of the Chargor) to:

- (a) carry out investigations of title to the Mortgaged Property; and
- (b) make such enquiries in relation to any part of the Mortgaged Property as a prudent mortgagee might carry out

in each case whilst an Event of Default is continuing or the Trustees reasonably consider that an Event of Default has occurred and is continuing.

#### **6.23 Power to remedy**

- (a) If the Chargor fails to perform any covenant in this Clause 6 affecting the Mortgaged Property, the Chargor must allow the Trustees or their agents and contractors:
  - (i) to enter any part of the Mortgaged Property (for the purpose of exercising their rights under this Clause 6.23 only);
  - (ii) to comply with or object to any notice served on the Chargor in respect of the Mortgaged Property; and
  - (iii) to take any action as the Trustees may reasonably consider necessary to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- (b) The Chargor must immediately on request by the Trustees pay the costs and expenses of the Trustees or their agents and contractors properly incurred in connection with any action taken by them under this Subclause.

#### **6.24 Notices to tenants and landlords**

The Chargor must:

- (a) immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (Forms of letter for occupational tenants), on each tenant of the Mortgaged Property;

- (b) use its reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (Forms of letter for occupational tenants); and
- (c) where required under the terms of any Headlease, give notice to the landlord of the Mortgaged Property of the completion of this Deed.

#### **6.25 Negotiations with local or other authority**

The Chargor shall not conduct any negotiations or make any agreement with any local or other authority concerning the acquisition of the Mortgaged Property without the consent of the Trustees.

#### **6.26 Notifiable events**

- (a) The Chargor shall promptly notify the Trustees upon becoming aware that:
  - (i) any event has occurred in respect of a Company or the Chargor which would (or would if the Chargor were an employer in relation to the Scheme within the meaning set out in Section 318 of the Pensions Act 2004 and regulations made thereunder) require notification to the Pensions Regulator in accordance with Section 69 of the Pensions Act 2004 and any regulations and directions made thereunder;
  - (ii) any representation made or deemed to be made by the Chargor under this Deed is or proves to have been incorrect or misleading when made or deemed to be made; and
  - (iii) any representation made by the Chargor under this Deed would be (if it were deemed to be repeated at any time) incorrect or misleading when made or deemed to be made.
- (b) If on or about 28 February of each year, the Chargor is aware that any representation which is to be repeated under Subclause 5.16(b) (Times for making representations) will be or is reasonably likely to be incorrect or misleading when repeated pursuant to Subclause 5.16(b) (Times for making representations), the Chargor shall promptly notify the Trustees.

### **7. DEFAULT**

#### **7.1 Events of Default**

Each of the events set out in this Clause 7 is an Event of Default.

#### **7.2 Breach of this Deed**

The Chargor does not comply with any term of this Deed unless the non-compliance is capable of remedy and:

- (a) in the case of a failure to pay caused by an administrative or technical error and payment is made within (3) three Business Days of its due date; or
- (b) in any other case, is remedied within fourteen (14) days of the earlier of: (1) the Trustees giving notice; and (2) the Chargor becoming aware of the non-compliance.

### **7.3 Misrepresentation**

A representation made or repeated by the Chargor in this Deed is incorrect or misleading in any material respect when made or deemed to be repeated, unless the circumstances giving rise to the misrepresentation:

- (a) are capable of remedy; and
- (b) are remedied within fourteen (14) days of the earlier of the Trustees giving notice and the Chargor becoming aware of the circumstances giving rise to the misrepresentation.

### **7.4 Insolvency**

An Insolvency Event occurs in respect of the Chargor.

### **7.5 Insolvency Proceedings**

- (a) Except as provided in Clause 7.5(b) below, any Insolvency Proceeding occurs in respect of the Chargor.
- (b) Clause 7.5(a) above does not apply to a petition for winding-up presented by a creditor which is being contested in good faith and is discharged or struck out within fourteen (14) days of being granted.

### **7.6 Creditors' process**

Any Creditors' Process occurs and affects any assets of the Chargor.

### **7.7 Cessation of business**

The Chargor ceases, or threatens to cease, to carry on business.

### **7.8 Effectiveness of this Deed**

- (a) It is or becomes unlawful for the Chargor to perform any of its obligations under this Deed.
- (b) This Deed is not effective in accordance with its terms or is alleged by the Chargor to be ineffective in accordance with its terms for any reason.
- (c) The Chargor repudiates this Deed or evidences an intention to repudiate this Deed.

### **7.9 Material Adverse Change**

Any event or series of events occurs which, in the opinion of the Trustees, has or is reasonably likely to have a Material Adverse Effect.

## **8. WHEN SECURITY BECOMES ENFORCEABLE**

### **8.1 Event of Default**

This Security will become immediately enforceable if an Event of Default occurs and is not remedied or waived within 14 Business Days of occurring.

## **8.2 Discretion**

After this Security has become enforceable, the Trustees may in their absolute discretion enforce all or any part of this Security in any manner they see fit.

## **8.3 Power of sale**

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

## **9. ENFORCEMENT OF SECURITY**

### **9.1 General**

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Trustees are extended so as to authorise the Trustees to lease, make agreements for leases, accept surrenders of leases and grant options as the Trustees may think fit and without the need to comply with any provision of Section 99 or 100 of the Act.

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

No Trustee nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

### **9.3 Privileges**

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

### **9.4 Protection of third parties**

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

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Trustees or a Receiver is/are purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due in respect of the Secured Liabilities;
- (d) how any money paid to a Trustee or to that Receiver is to be applied; or
- (e) about any propriety or regularity on the part of a Trustee or of a Receiver in relation to any of the dealings referred to in this Clause 9.

## **9.5 Redemption of prior mortgages**

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

## **10. RECEIVER**

### **10.1 Appointment of Receiver**

- (a) Except as provided below, the Trustees may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
  - (i) this Security has become enforceable; or
  - (ii) the Chargor so requests the Trustees in writing at any time.
- (b) Any appointment under Clause 10.1(a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under Section 109(1) of the Act) does not apply to this Deed.
- (d) The Trustees are not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986.

### **10.2 Removal**

The Trustees may by writing (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by them and may, whenever they think fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

### **10.3 Remuneration**

The Trustees may fix the remuneration of any Receiver appointed by them from time to time, the maximum rate specified in Section 109(6) of the Act will not apply and the remuneration of the Receiver shall be a debt secured by this Deed which shall be due and payable immediately upon its being paid by the Trustees.

#### **10.4 Agent of the Chargor**

- (a) A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- (b) The Trustees will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

#### **10.5 Relationship with Trustees**

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

### **11. POWERS OF RECEIVER**

#### **11.1 General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 11 in addition to those conferred on it by any law; this includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

#### **11.2 Possession**

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

#### **11.3 Employees**

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.
- (b) A Receiver may discharge any person appointed by the Chargor solely in connection with the Mortgaged Property.

#### **11.4 Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- (b) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration

may be payable in a lump sum or by instalments spread over any period which he thinks fit.

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

#### **11.5 Leases**

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

#### **11.6 Works**

A Receiver may alter, improve, develop, complete, construct, modify, refurbish or repair any building or land comprising the Security Assets and may abandon, complete or undertake or concur in the completion or undertaking (with or without modification) of any project affecting the Security Assets in which the Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any building or land).

#### **11.7 Compromise**

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

#### **11.8 Legal Actions**

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

#### **11.9 Receipts**

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

#### **11.10 Delegation**

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

#### **11.11 Protection of Assets**

A Receiver may:

- (a) effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation in connection with any Security Asset; and
- (c) apply for and maintain any planning permission, building regulation approval or any other authorisation in respect of any Security Asset.

in each case as he thinks fit.

#### **11.12 Other powers**

A Receiver may:

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

#### **12. APPLICATION OF PROCEEDS**

- (a) Any moneys received by the Trustees or any Receiver after this Security has become enforceable must be applied in the following order of priority:
  - (i) in or towards payment of or provision for all costs and expenses incurred by the Trustees or any Receiver under or in connection with this Deed, of all remuneration due to any Receiver under or in connection with this Deed and the discharge of any liabilities incurred by any Receiver in, or incidental to, the exercise of any of their powers;
  - (ii) in or towards payment of or provision for the Secured Liabilities; and
  - (iii) in payment of the surplus (if any) to the Chargor or other person entitled to it.
- (b) This Clause 12 is subject to the payment of any claims having priority over this Security. This Clause 12 does not prejudice the right of the Trustees to recover any shortfall from the Chargor.

#### **13. EXPENSES AND INDEMNITY**

##### **13.1 Amendment costs**

If the Chargor requests an amendment, waiver or consent, or delivers any Proposals, the Chargor shall, within (3) three Business Days of demand, reimburse the Trustees for the amount of all costs and expenses (including legal fees) reasonably incurred by the Trustees in responding to, evaluating, negotiating or complying with that request or those Proposals.

##### **13.2 Enforcement and preservation costs**

The Chargor shall, within (3) three Business Days of demand, pay to the Trustees the amount of all costs and expenses (including legal fees) incurred by the Trustees in connection with the enforcement of or the preservation of any rights under this Deed, or this Security and any proceedings instituted in any jurisdiction by or against the Trustees as a consequence of taking, holding or enforcing this Deed, or this Security.

### 13.3 Stamp taxes and fees

The Chargor shall pay and, within (3) three Business Days of demand, indemnify the Trustees against any cost, loss or liability that the Trustees incur in relation to all stamp duty, stamp duty land tax, registration and other similar Tax and fees payable in respect of this Deed.

### 13.4 Chargor default

The Chargor shall, within (3) three Business Days of demand, indemnify the Trustees against any cost, expense loss or liability incurred by the Trustees as a result of:

- (a) the occurrence of any Event of Default in relation to the Chargor;
- (b) investigating any event which it reasonably believes is an Event of Default in relation to the Chargor;
- (c) the use or occupation by any person of the Security Assets (including any Environmental Claim); or
- (d) any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed.

### 13.5 Value Added Taxes

- (a) Any amount payable under this Deed by the Chargor is exclusive of any value added tax or any other Tax of a similar nature which might be chargeable in connection with that amount. If any such Tax is chargeable, the Chargor must pay to the Trustees (in addition to and at the same time as paying that amount) an amount equal to the amount of that Tax and the Trustees shall provide the Chamber with a suitable VAT invoice as required by the relevant legislation.
- (b) If the Chargor is required by this Deed to reimburse or indemnify the Trustees for any cost or expense, the Chargor shall reimburse or indemnify (as the case may be) the Trustees for the full amount of such cost or expense, including such part thereof as a value added tax or any other Tax of a similar nature, save to the extent that the Trustees are entitled to a credit or repayment in respect of such Tax from the relevant tax authority.

### 13.6 Tax gross-up

- (a) The Chargor must make all payments to be made by it under this Deed without any Tax Deduction, unless a Tax Deduction is required by law.
- (b) If the Chargor is aware or becomes aware that it must make a Tax Deduction on any amount payable by the Chargor under this Deed (or that there is a change in the rate or the basis of a Tax Deduction), it must promptly notify the Trustees.
- (c) If a Tax Deduction is required by law to be made by the Chargor or the Trustees, the amount of the payment due from the Chargor will be increased to an amount which (after making the Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.

- (d) If the Chargor is required to make a Tax Deduction, the Chargor must make the minimum Tax Deduction required by law and must make any payment required in connection with that Tax Deduction within the time allowed by law.
- (e) Within thirty (30) days of making either a Tax Deduction or a payment required in connection with a Tax Deduction, the Chargor must deliver to the Trustees evidence satisfactory to them (acting reasonably) that the Tax Deduction has been made or (as applicable) the appropriate payment has been paid to the relevant taxing authority.

## **14. DELEGATION**

### **14.1 Power of attorney**

The Trustees or any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by them or it under this Deed.

### **14.2 Terms**

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

### **14.3 Liability**

No Trustee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

## **15. FURTHER ASSURANCES**

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

- (a) creating, perfecting or protecting any Security Interest intended to be created by this Deed; or
- (b) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Trustees or any Receiver or any of their or its delegates or sub-delegates in respect of any Security Asset.

Including:

- (i) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Trustees or their nominee; or
- (ii) the giving of any notice, order or direction and the making of any registration,

which, in any such case, the Trustees (acting reasonably) consider necessary.

## **16. POWER OF ATTORNEY**

The Chargor, by way of security, irrevocably and severally appoints each Trustee, each Receiver and any of the foregoing's delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and

confirms whatever any attorney does or purports to do under its appointment under this Clause 16.

## **17. PRESERVATION OF SECURITY**

### **17.1 Continuing Security**

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

### **17.2 Reinstatement**

- (a) If any discharge, release or arrangement is made by the Trustees in whole or in part on the faith of any payment, security or other disposition which is avoided, set aside, refunded or reduced under any applicable law or proves to have been invalid or must be restored in insolvency, liquidation, administration or otherwise without limitation, the liability of the Chargor under this Deed will continue as if the discharge, release or arrangement had not occurred.
- (b) The Trustees may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

### **17.3 Waiver of defences**

The liabilities and obligations of the Chargor under this Deed shall remain in full force and effect and will not be affected by any act, omission, neglect, event or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (without limitation and whether or not known to the Chargor or any Trustee) including:

- (a) any time, waiver, consent or other accommodation granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) 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;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amendment, novation, supplement, extension or restatement (however fundamental and whether or not more onerous, and of whatsoever nature) or replacement of this Deed and Secured Liability or any other document or security, including any agreement or document relating to the Scheme;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under this Deed, or any Secured Liability or any other document or security;  
or
- (h) any insolvency or similar proceedings.

#### **17.4 Chargor intent**

Without prejudice to the generality of Clause 17.3 (Waiver of defences) the Chargor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Secured Liabilities.

#### **17.5 Immediate recourse**

The Chargor waives any right it may have of first requiring any Trustee (or any trustee, agent or appointee on its behalf) to proceed against or enforce any other right or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law to the contrary.

#### **17.6 Appropriations**

Each Trustee (or any trustee, agent or appointee on its behalf) may at any time during the Security Period without affecting the liability of the Chargor under this Deed:

- (a)
  - (i) refrain from applying or enforcing any other moneys, security or rights held or received by that Trustee (or any trustee or agent on its behalf) in respect of those amounts; or
  - (ii) apply and enforce the same in such manner and order as it sees fit (whether against those amounts 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 Net Enforcement Proceeds and any moneys received from the Chargor or on account of the Chargor's liability under this Deed including, without prejudice to the generality of the foregoing, until an Insolvency Event has occurred in relation to any Company.

#### **17.7 Non-competition**

Unless:

- (a) the Security Period has expired; or
- (b) the Trustees otherwise direct.

the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed:

- (i) be subrogated to any rights, security or moneys held, received or receivable by any Trustee;
- (ii) to claim any contribution or indemnity from any other guarantor of any Company's obligations or liabilities to make payments to the Scheme or in respect of any payment made or moneys received on account of the Chargor's liability under this Deed;

- (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Trustees in respect of any Company's obligations or liabilities to make payments to the Scheme, or under or pursuant to any other guarantee or security taken by the Trustees pursuant to or in connection with such obligations or liabilities of any Company;
- (iv) to bring legal or other proceedings for an order requiring any Company to make any payment, or perform any obligation, in respect of any Secured Liability;
- (v) to exercise any right of set-off against any Company; and/or
- (vi) to claim, rank, prove or vote as a creditor of any Company, or its estate in competition with the Trustees (or any trustee or agent on their behalf).

If the Chargor receives any payment, distribution, benefit or security in relation to such rights it shall hold that payment, distribution, benefit or security on trust for the Trustees and immediately pay or transfer the same to the Trustees or in accordance with any directions given by the Trustees.

#### **17.8 Additional security**

This Security is in addition to and is not in any way prejudiced or affected by, and shall not merge with any other judgment, guarantee, security, right or remedy now or subsequently obtained or held by the Trustees for the discharge and performance of any of the Secured Liabilities.

### **18. CHANGES TO THE PARTIES**

#### **18.1 Assignments and transfers by the Chargor**

The Chargor may not assign or transfer any of its rights and obligations under this Deed.

#### **18.2 Assignments and Transfers by the Trustees**

- (a) The Chargor acknowledges that:
  - (i) the rights and obligations of the Trustees under this Deed may be transferred in whole or in part to the Pension Protection Fund as a result of the operation of Section 161 of and Schedule 6 to the Pensions Act 2004; and
  - (ii) the rights and obligations under this Deed shall be binding upon and enure for the benefit of any person who is for the time being a trustee of the Scheme including any person who succeeds or replaces a trustee of the Scheme.
- (b) Each Trustee may at any time and from time to time (without consent of or notice to the Chargor) assign and/or transfer any or all of its rights and/or obligations under this Deed to any person or persons.

### **19. AMENDMENTS**

- (a) Any amendment of this Deed shall be in writing and signed by, or on behalf of, each Party.

- (b) Notwithstanding Clause 19(c) below, the Parties may agree any changes of any kind to this Deed (including to Clause 3.4), or to release the Chargor from this Deed, provided any such amendment or release is in writing and signed by, or on behalf of, each Party.
- (c) At any time while this Deed remains in force, but no more than once in any 12 month period, the Chargor may submit to the Trustees a written proposal (each a Proposal) to release the Chargor from its obligations.
- (d) The consent of the Trustees to a Proposal must not be unreasonably withheld or delayed, and in determining whether to provide consent, the Trustees shall have regard to (but not by way of limitation) the extent to which, on an Insolvency Event, the Chargor would become liable for a debt under Section 75 of the Pensions Act 1995 and its ability to pay or discharge the Secured Scheme Liabilities.
- (e) Subject to Clause 19(d) above, upon notice of consent being delivered by the Trustees to the Chargor, the Parties shall (at the Chargor's expense pursuant to Clause 13.1 (Amendment costs)) promptly take all steps and execute all documents reasonably specified by the Trustees to implement such Proposal.

## **20. SUBSTITUTION OF PROPERTY**

- (a) The Chargor may, at any time, submit to the Trustees a request that there be substituted for any property forming part of the Mortgaged Property another property of not materially less value (the Substitute Property).
- (b) The Chargor shall supply such information in relation to the proposed Substitute Property as the Trustees shall request for the purpose of considering the Chargor's request. If the Trustees in their absolute discretion consent to the proposed substitution then, subject to receipt by the Trustees of the documents and other items listed in Schedule 4 (Conditions precedent to substitution) in form and substance satisfactory to the Trustees, the Substitute Property will become part of the Mortgaged Property and the property for which the Substitute Property is to be substituted shall be released from this Security.
- (c) This Clause 20 shall not apply if this Security has become enforceable.

## **21. REMEDIES AND WAIVERS**

No failure to exercise nor any delay in exercising any right or remedy under this Deed against the Chargor shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise, or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

## 22. SET-OFF

A Trustee may set off any matured obligation owed to it by the Chargor under this Deed (to the extent beneficially owned by that Trustee) against any obligation (whether or not matured) owed by that Trustee to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Trustee may convert either obligation at a market rate of exchange selected by it (acting reasonably) for the purpose of the set-off.

## 23. SEVERABILITY, REMEDIES AND WAIVERS

- (a) If a term of this Deed is or becomes illegal, invalid or unenforceable in any respect in any jurisdiction, that shall not affect:
  - (i) the legality, validity or enforceability in that jurisdiction of any other term of this Deed; or
  - (ii) the legality, validity or enforceability in other jurisdictions of that or any other term of this Deed.
- (b) No failure to exercise, nor any delay in exercising, on the part of any Trustee, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of any Trustee shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

## 24. COUNTERPARTS

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

## 25. CERTIFICATES AND DETERMINATIONS

Any certification or determination by the Trustees of an amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

## 26. NOTICES

### 26.1 In Writing

- (a) Any communication in connection with this Deed must be in writing and, unless otherwise stated, may be given in person, by post.
- (b) Unless it is agreed to the contrary, any consent or agreement required under this Deed must be given in writing.

### 26.2 Contact Details

- (a) The contact details of the Chargor for this purpose are:

Address: 43 Upper Grosvenor Street, London, W1K 2NJ

Attention: SECRETARY GENERAL OF THE JOINT ARAB-BRITISH  
CHAMBER OF COMMERCE

(b) The contact details of the Trustees are:

Address: 43 Upper Grosvenor Street, London, W1K 2NJ

Attention: CHAIR OF TRUSTEES OF THE ARAB-BRITISH CHAMBER OF  
COMMERCE RETIREMENT BENEFITS PLAN

### 26.3 Effectiveness

(a) Except as provided below, any communication in connection with this Deed will be deemed to be given as follows:

- (i) if delivered in person, at the time of delivery; and
- (ii) if posted, five (5) days after being deposited in the post, postage prepaid, in a correctly addressed envelope.

(b) A communication given under Clause 26.3(a) above but not received on a Business Day or after 5 p.m. on a Business Day will only be deemed to be given on the next Business Day.

### 27. LANGUAGE

Any notice given in connection with this Deed must be in English.

### 28. GOVERNING LAW

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

### 29. ENFORCEMENT

#### 29.1 Jurisdiction

- (a) The English courts have exclusive jurisdiction to settle any dispute in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed).
- (b) The Parties agree that the English courts are the most appropriate and convenient courts to settle any such dispute and accordingly no Party will argue to the contrary.

#### 29.2 Waiver of Immunity

The Chargor irrevocably and unconditionally:

- (a) agrees not to claim any immunity from proceedings brought by a Trustee against it in relation to this Deed and to ensure that no such claim is made on its behalf;
- (b) consents generally to the giving of any relief or the issue of any process in connection with those proceedings;

- (c) waives generally all immunity it or its assets or revenues may otherwise have in any jurisdiction, including immunity in respect of:
  - (i) the giving of any relief by way of injunction or order for specific performance or for the recovery of assets or revenues; and
  - (ii) the issue of any process against its assets or revenues for the enforcement of a judgment or, in an action in rem, for the arrest, detention or sale of any of its assets and revenues; and
- (d) agrees that in any proceedings in England this waiver shall have the fullest scope permitted by the English State Immunity Act 1978 and that this waiver is intended to be irrevocable for the purposes of the English State Immunity Act 1978.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of this Deed.

**SCHEDULE 1**

**COMPANIES**

<b>Company name</b>	<b>Registration number</b>	<b>Address</b>
The Joint Arab-British Chamber of Commerce	01199402	43 Upper Grosvenor Street, London, W1K 2NJ

## SCHEDULE 2

### REAL PROPERTY

1. Leasehold land known as 43 Upper Grosvenor Street, London, W1K 2NJ held under a lease dated 24 March 1998 between (1) Grosvenor (Mayfair) Estate and (2) UBS Xanadu GP Limited and Rugby Union Estates Limited (trading as The Rugby Union Partnership) for a term of 125 years from 25 March 1998 together with all deeds and documents supplemental to the same as such lease is registered at today's date under title number NGL760757.
2. Leasehold land known as former airspace at basement and ground floor levels of 43 Upper Grosvenor Street, London, W1K 2NJ held under a lease dated 29 June 2007 between (1) Grosvenor West End Properties and (2) The Joint Arab-British Chamber of Commerce for a term from 29 June 2007 to 24 March 2123 together with all deeds and documents supplemental to the same as such lease is registered at today's date under title number NGL760757
3. Those rights of occupation held by the Chargor under a licence to occupy of terrace areas of 43 Upper Grosvenor Street, London, W1K 2NJ dated 29 June 2007 between (1) Grosvenor West End Properties and (2) The Joint Arab-British Chamber of Commerce together with all deeds and documents supplemental to the same.

**SCHEDULE 3**  
**FORMS OF LETTER FOR OCCUPATIONAL TENANTS**

**PART 1**

**NOTICE TO OCCUPATIONAL TENANT**

**[On the letterhead of the Chargor]**

To: [Occupational tenant]

[Date]

Dear Sirs,

Re: [Property]

**Security Agreement dated [●] between [Chargor]  
and [●] and [●] as trustees of the [● pension scheme] (the Security Document)**

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

This letter constitutes notice to you that under the Security Document we have assigned by way of security to [●] and [●] as trustees of the [● pension scheme] (the Trustees) all our rights under the Lease.

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

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

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

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

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

Yours faithfully,

For  
[CHARGOR]

PART 2

ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To: [●] and [●] as trustees of the [● pension scheme]

Attention: [●]

[Date]

Dear Sirs,

Re: [Property]

Security Agreement dated [●] between [Chargor]  
and [●] and [●] as trustees of the [● pension scheme] (the Security Document)

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

We accept the instructions contained in the Notice and agree to comply with the Notice.

We confirm that we:

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

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

Yours faithfully,

.....  
For  
[ ]

**SCHEDULE 4**

**CONDITIONS PRECEDENT TO SUBSTITUTION**

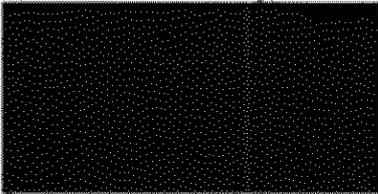
1. A Supplemental Security Agreement in relation to the Substitute Property.
2. A legal opinion in relation to the Supplemental Security Agreement.
3. A Certificate of Title in relation to the Substitute Property.
4. A Valuation in relation to the Substitute Property.

SIGNATORIES

Chargor

EXECUTED AS A DEED by )  
THE JOINT ARAB-BRITISH CHAMBER )  
OF COMMERCE )  
acting by two directors )

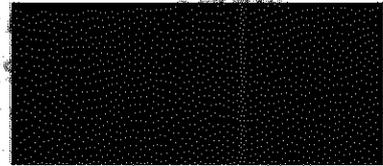
Director signature



Print name

Bandar Reda

Director signature



Print name

Abdeslam ELidrissi

Trustees

SIGNED AS A DEED by )  
ANTHONY GRAHAM BRUCE as a trustee of the )  
ARAB-BRITISH CHAMBER OF COMMERCE )  
RETIREMENT BENEFITS PLAN )

in the presence of:

Signature of witness

Print name

Address

Occupation

SIGNED AS A DEED by )  
CHAKER MOHAMMAD CHAMSI-PASHA )  
as a trustee of the ARAB-BRITISH CHAMBER )  
OF COMMERCE RETIREMENT BENEFITS )  
PLAN )

in the presence of:

Signature of witness .....

Print name .....

Address .....

.....

Occupation .....

SIGNED AS A DEED by )  
ABDELSALAM EL-IDRISSI as a trustee of the )  
ARAB-BRITISH CHAMBER OF COMMERCE) )  
RETIREMENT BENEFITS PLAN )

in the presence of:

Signature of witness .....

Print name .....

Address .....

.....

Occupation .....

SIGNED AS A DEED by )  
DAVID GRACE as a trustee of the )  
ARAB-BRITISH CHAMBER OF COMMERCE )  
RETIREMENT BENEFITS PLAN )

in the presence of:

Signature of witness .....

Print name .....

Address .....

Occupation .....

SIGNED AS A DEED by ROBERT )  
BLACKBURN GRAY as a trustee of the )  
ARAB-BRITISH CHAMBER OF COMMERCE )  
RETIREMENT BENEFITS PLAN )

in the presence of:

Signature of witness .....

Print name .....

Address .....

Occupation .....

SIGNED AS A DEED by TERENCE JOHN )  
STONE as a trustee of the ARAB-BRITISH )  
CHAMBER OF COMMERCE RETIREMENT )  
BENEFITS PLAN )

in the presence of:

Signature of witness .....

Print name .....

Address .....

Occupation .....