



Registration of a Charge

Company name: **WINGDAWN PROPERTY CO. LIMITED**

Company number: **02186143**



X6AXZJVT

Received for Electronic Filing: **18/07/2017**

Details of Charge

Date of creation: **11/07/2017**

Charge code: **0218 6143 0006**

Persons entitled: **BARCLAYS BANK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **JOANNE CANNING**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2186143

Charge code: 0218 6143 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th July 2017 and created by WINGDAWN PROPERTY CO. LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th July 2017 .

Given at Companies House, Cardiff on 20th July 2017

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



Companies House



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

We hereby certify this to be a true copy of the original
subject to redaction under S859G Companies Act 2006.

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Dated:

11 JULY

2017

- (1) Wingdawn Property Co Limited
 - (2) BARCLAYS BANK PLC as Security Agent
-

Legal charge

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This Deed is made on

11 JULY 2017

between:

- (1) **WINGDAWN PROPERTY CO LIMITED**, a company incorporated in England and Wales with company number 02186143 (the "Chargor"); and
- (2) **BARCLAYS BANK PLC**, in its capacity as Security Agent.

1. INTERPRETATION

1.1 Expressly defined terms

In this Deed the following words and phrases have the specified meanings:

"Associated Benefits" means, in respect of any asset:

- (a) all monies including (where relevant) all rent, dividends, distributions, profits, compensation, damages, income or interest paid or payable relating to that asset; and
- (b) all Authorisations, rights, benefits, claims or property at any time relating to that asset.

"Discharge Date" means the date with effect from which the Security Agent confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled.

"Enforcement Party" means any of the Security Agent, a Receiver or a Delegate.

"Facility Agreement" means the facility agreement dated on 4 May 2016 between, amongst others, the Borrower, the Security Agent and the Finance Parties, as amended and restated pursuant to a deed of amendment and restatement dated on or about the date of this Deed between, amongst others, the Chargor and the Finance Parties.

"Fixtures" means any fixtures (but excluding landlord's fixtures), fittings, fixed plant or machinery from time to time situated on or forming part of any Property.

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature, arising in any case by virtue of the Chargor's ownership of any Insurances and all interest in any of the foregoing.

"Insurances" means all contracts or policies of insurance of whatever nature relating to the Secured Assets which, from time to time, are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest.

"Investments" means:

- (a) the Shares; and
- (b) all other stocks, shares, bonds, securities or investments.

"Party" means a party to this Deed.

"Property" means the Real Property owned by the Chargor or in which the Chargor has a right, title or interest, particulars of which are set out in Schedule 1 (*Details of Property*). Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property.

"Secured Assets" means the assets the subject of any Security created by this Deed.

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

"Security Agreement" means a debenture made on 6 May 2016 between, amongst others, the Chargor and the Security Agent.

"Security Period" means the period beginning on the date of this Deed and ending on the Discharge Date.

"Security Agent" means Barclays Bank PLC acting in its capacity as trustee for the Secured Parties (including itself) in relation to the Security Documents for the purpose of and in accordance with the terms of the Finance Documents.

"Shares" means any shares specified in Schedule 1 (*Details of Secured Property*).

"Third Parties Act" means the Contracts (Rights of Third Parties) Act 1999.

1.2 Definitions contained in Facility Agreement or the Security Agreement

Unless such term is expressly defined in this Deed (where the definition in this Deed shall prevail) or some other contrary indication appears, each term used in this Deed which is defined in the Facility Agreement or the Security Agreement shall have the same meaning as in the Facility Agreement or the Security Agreement (as the case may be) and where the same term is defined in the Facility Agreement and in the Security Agreement, but not in this Deed, the definition in the Security Agreement shall prevail for the purposes of this Deed.

1.3 Construction

In this Deed:

1.3.1 unless a contrary indication appears, a reference to:

1.3.1.1 **"assets"** includes present and future properties, revenues, rights and interests of every kind and reference to an **"asset"** includes any part or parts of such asset;

1.3.1.2 **"guarantee"** includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

1.3.1.3 **"Indebtedness"** includes any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.3.1.4 **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

1.3.1.5 **"regulation"** includes any regulation, rule, official directive, request or guideline (in each case, whether or not having the

force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

1.3.1.6 **"set-off"** includes analogous rights and obligations in jurisdictions other than England and Wales; and

1.3.1.7 the **"Chargor"**, the **"Security Agent"** or any **"Party"** or **"Obligor"**, or any of the **"Secured Parties"**, shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

1.3.2 where something (or a list of things) is introduced by the word **"including"**, or by the phrase **"in particular"**, or is followed by the phrase **"or otherwise"**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);

1.3.3 unless this Deed expressly states otherwise or the context requires otherwise, (a) each reference in this Deed to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this Deed) and (b) each reference in this Deed to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of this Deed and whether amended or re-enacted since the date of this Deed);

1.3.4 each reference to this Deed (or to any other agreement, instrument or deed) means, at any time, this Deed (or as applicable such other agreement, instrument or deed) as amended, novated, supplemented, extended, or restated, at that time, provided that the relevant amendment, novation, supplement, extension, substitution or restatement does not breach any term of this Deed or of any of the Finance Documents;

1.3.5 the index and Clause and Schedule headings are for ease of reference only;

1.3.6 an Event of Default is **"continuing"** if it has not been remedied or waived; and

1.3.7 references to any Security **"created by this Deed"** are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to this Deed.

1.4 **Third Party Rights**

No person has any right under the Third Parties Act to enforce or enjoy the benefit of any term of this Deed, other than an Enforcement Party, which may do so, or any other person, to the extent that this Deed or any other of the Finance Documents expressly provides for it to do so. No consent of any person who is not a Party is required to rescind or vary this Deed at any time. This Clause 1.4 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act.

1.5 **Incorporation of other terms**

1.5.1 The terms of the Facility Agreement and any other Finance Documents under which the Secured Obligations arise and of any side letters between the Chargor and the Secured Parties or any of them relating to the Secured Obligations are incorporated into this Deed to the extent required for any purported disposition of the Secured Assets contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

- 1.5.2 Without prejudice to the operation of any applicable term of the Facility Agreement or any other Finance Document, the provisions of clauses 8.4 (*Default interest*), 33.8 (*Currency of account*), 33.9 (*Change of currency*), 35.1 (*Communications in writing*), 35.3 (*Delivery*), 35.5 (*Electronic communication*), 35.6 (*English language*), 36 (*Calculations and certificates*), 37 (*Partial Invalidity*), 38 (*Remedies and waivers*), 39.1 (*Required consents*), 39.2 (*Exceptions*) and 41 (*Counterparts*) of the Facility Agreement shall apply (*mutatis mutandis*) to this Deed as if set out in this Deed in full and as if any reference in any such Clause to "this Agreement" were a reference to "this Deed".

2. COVENANT TO PAY

The Chargor, as primary obligor and not merely as surety, covenants with the Security Agent that it will pay, discharge and perform the Secured Obligations on demand made on or at any time after the due date for payment provided in the Finance Documents and in the manner provided in the Finance Documents.

3. SECURITY

3.1 Mortgage and charges

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Security Agent the following assets:

- 3.1.1 **First legal mortgage on the Property** - by way of first legal mortgage, the Property;
- 3.1.2 **First fixed charges in respect of other Property** - by way of first fixed charge, (a) all the Property from time to time owned by it (but excluding any Property which is subject to a valid legal mortgage under Clause 3.1.1), (b) any other rights, title or interest of the Chargor in Property, wherever situated, and (c) all Associated Benefits in relation to its Property;
- 3.1.3 **First fixed charges in respect of other chattels** - by way of first fixed charge (a) all plant, machinery, vehicles and computer equipment now or in the future owned by it (but not including any such asset which is subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1 or 3.1.2 nor any chattel for the time being forming part of the Chargor's stock-in-trade or work in progress), (b) its rights, title or interest in any chattel now or in the future in its possession which is not owned by it, but which had it been so owned would have been validly charged by paragraph (a) of this Clause 3.1.3 and (c) the benefit of all Associated Benefits relating to any chattel validly charged by this Clause 3.1.3;
- 3.1.4 **First fixed charge on shares** - by way of first fixed charge, all its Shares;
- 3.1.5 **First fixed charge on investments** - by way of first fixed charge, all its Investments (other than its Shares charged under Clause 3.1.5);
- 3.1.6 **First fixed charge on goodwill** - by way of first fixed charge, the goodwill of any business at any time carried on by the Chargor from the Property;
- 3.1.7 **First fixed charges in respect of Insurances** - to the extent that the Insurances and/or the Insurance Proceeds are incapable for any reason of being effectively assigned pursuant to Clause 3.2.3 but are capable of being effectively charged, by way of first fixed charge, the Insurances owned by or written in favour of the Chargor and all Insurance Proceeds either now or in the future held by or payable to the Chargor or in which the Chargor otherwise has an interest (to the extent of such interest); and

- 3.1.8 **First fixed charge on other Associated Benefits** - by way of first fixed charge, the benefit of all Associated Benefits relating to any of the assets of the Chargor, in each case to the extent that such Associated Benefits are capable of being made the subject of a fixed charge and are not otherwise the subject of any valid fixed charge pursuant to this Deed.

3.2 **Assignments by way of Security**

As further continuing security for the payment of the Secured Obligations, the Chargor assigns absolutely to the Security Agent all (if any) its rights, title and interest in and to the following assets:

- 3.2.1 the Insurances and the benefit of all Insurance Proceeds of the Chargor;
- 3.2.2 all its Lease Documents;
- 3.2.3 all its Rental Income;
- 3.2.4 all its Managing Agent Agreements;
- 3.2.5 any agreement for the sale of any of its Secured Assets; and

in each case, together with all the Associated Benefits of the Chargor in relation to the Secured Assets.

3.3 **Continuing security**

The provisions of this Deed will apply at all times (a) regardless of the date on which any of the Secured Obligations was incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.

3.4 **Miscellaneous**

All the Security created by this Deed by the Chargor is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

4. **FURTHER ASSURANCE**

The Chargor shall:

- 4.1 promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s) (a) to perfect the Security created or intended to be created or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to this Deed; (b) to confer on the Security Agent or the Finance Parties Security over any property or assets of the Chargor located in England and Wales or any other jurisdiction equivalent or similar to the Security intended to be created, or expressed to be created, by this Deed; and/or (c) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed; and
- 4.2 take all such action as is available to it (including making all filings and registrations and the payment of all fees and Taxes) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent by or pursuant to this Deed.

5. LAND REGISTRATION MATTERS

5.1 Land Registry - application for restriction

- 5.1.1 Without prejudice to the generality of Clause 4 (*Further assurance*), the Chargor will apply to the Land Registrar to enter on the register against the title number of or to be allocated to the Property a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*date of this Deed*] in favour of Barclays Bank PLC referred to in the charges register, or its conveyancer"

and, where applicable, notice of an obligation to make further advances.

- 5.1.2 The Chargor shall submit the relevant applications no later than the date of submission of the initial application for registration of the Security created by this Deed (or, in the case of The Land Registry form CH2, where applicable, promptly following its later receipt of such form duly completed by the Security Agent), and pay all fees costs and expenses incurred in connection with the applications.
- 5.1.3 The Security Agent, in its absolute discretion, may make any of the applications referred to in this Clause 5.1 in place of the Chargor. In such a case, the Chargor consents to the entry of the relevant restriction and will pay all fees, costs and expenses incurred in connection with the application.

5.2 Exempt information document

- 5.2.1 The Chargor will, at its own expense, do whatever the Security Agent may reasonably require in connection with (a) any application by the Security Agent to have this Deed, the Facility Agreement and/or the Security Agreement designated an exempt information document under Land Registration Rules 2003 rule 136 and (b) any person's application under Land Registration Rules 2003 rule 137 for disclosure of this Deed, the Facility Agreement and/or the Security Agreement following its designation as an exempt information document.
- 5.2.2 The Chargor shall notify the Security Agent in writing (a) before making any application to have this Deed, the Facility Agreement and/or the Security Agreement designated an exempt information document under Land Registration Rules 2003 rule 136, (b) as soon as it receives notice of any person's application under Land Registration Rules 2003 rule 137 for disclosure of this Deed, the Facility Agreement and/or the Security Agreement following its designation as an exempt information document and (c) before making any application under Land Registration Rules 2003 rule 138 for removal of any such designation.

5.3 Delivery of deed to Land Registry

The Chargor submitting this Deed or any counterpart to The Land Registry shall on each occasion also submit a certified copy of this Deed and request the return of the original and upon the return of the original it shall deliver such original to the Security Agent.

6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

- 6.1 During the Security Period, no Chargor shall create, extend, or permit to subsist, any Security over any of the Secured Assets; nor may it (a) sell, transfer or otherwise dispose of any of its assets on terms that they are or may be leased to or re-acquired by any of the Obligors or by any other member of the Group, (b) sell, transfer or otherwise dispose

of any of its receivables on recourse terms, (c) enter into any arrangement under which money, debts or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or (d) enter into any other preferential arrangement having a similar effect to any of the arrangements or transactions previously described in this Clause 6.1, in any case in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

- 6.2 Clause 6.1 does not apply to any Security or (as the case may be) Quasi- Security which is Permitted Security.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Chargor represents and warrants to the Security Agent on the date of this Deed in the terms of the Repeating Representations, in each case as if expressly set out in this Deed and so far as applicable to the Chargor or the Secured Assets of the Chargor. Each of the Repeating Representations is made by reference to the facts and circumstances existing at the date of this Deed or, where deemed, pursuant to Clause 7.3, to be repeated at a later date, by reference to the facts and circumstances existing at each such later date.

- 7.2 The Chargor further represents and warrants:

7.2.1 **Ownership** - It is the sole and beneficial owner of the Secured Assets.

7.2.2 **Property** - as set out in Part 2 of Schedule 2 (*Property warranties and undertakings*);

7.2.3 **Commercial benefit** - it enters into this Deed in good faith and for the purposes of the promotion of the success of its business and has given due consideration to the terms and conditions of the documents evidencing the Secured Obligations and of this Deed and has satisfied itself that there are reasonable grounds for believing that by executing this Deed it will derive commercial benefit; and

7.2.4 **Priority of Security** - The Security created by this Deed constitutes first priority Security over the assets which are expressed to be subject to such Security and those assets are not subject to any Security other than Permitted Security.

- 7.3 Each of the Repeating Representations and each of the further representations and warranties set out in Clause 7.2 (other than those at Clause 7.2.3 (*Commercial benefit*)) shall be deemed to be repeated on each day during the Security Period on which representations and warranties set out in Clause 19 (*Representations*) of the Facility Agreement are, or are deemed to be, made or repeated.

8. UNDERTAKINGS

Throughout the Security Period, the Chargor undertakes to the Security Agent in the terms of the Applicable Undertakings, in each case so far as applicable to the Chargor or the Secured Assets of the Chargor, (as if expressly set out in this Deed) and also in the terms of the following provisions of this Clause 8.

- 8.1 **Perform** - It will at all times comply with the terms (express or implied) of this Deed and of all other Finance Documents.
- 8.2 **Not jeopardise Security** - It will not do or omit to do anything or allow anything to be done or omitted which may in any way depreciate, jeopardise or otherwise prejudice the value to the Security Agent of the Security created by this Deed or the priority of its ranking as expressed in this Deed or in the Facility Agreement.

- 8.3 **Maintenance** - It will keep the Property and other Secured Assets in a good and substantial state of repair, working order and condition. Where the Secured Assets include any item of plant or machinery which becomes incapable of economic repair, it will replace such asset with an asset which is a comparable modern equivalent or which is otherwise approved by the Security Agent.
- 8.4 **Observe covenants** - It will observe and perform all covenants and stipulations from time to time on its part to be performed or observed and affecting any of the assets owned by it or in which it has an interest or the way in which it uses or benefits from such assets.
- 8.5 **Observe laws** - It will not do or omit to do or allow anything to be done in relation to the Secured Assets which would infringe any laws affecting (whether directly or indirectly) the Secured Assets and will comply with all notices, orders, injunctions and mandatory proposals served on it, issued or made by any local or other authority or governmental agency, or by its landlords relating to any of the Secured Assets or its use of them, and will serve within any relevant time limit any counter-notice necessary or desirable to preserve the value of any such Secured Assets.
- 8.6 **Effect registrations** - It will effect all registrations, make all filings or applications and pay all Taxes, rents, fees or dues necessary to keep in full force and effect, and where necessary to renew or extend, all the Secured Assets and the Chargor's right to make full use and enjoy the full benefit of the Secured Assets.
- 8.7 **Proceedings** - At its own cost and expense, it will use its best endeavours to enforce, institute, continue or defend all proceedings affecting the Secured Assets, their state or condition or continued use or value so as to preserve to the fullest extent the value to the Security Agent of the Security created by this Deed.
- 8.8 **Property** - It will comply with the provisions of Parts 2 and 3 of Schedule 2 (*Property warranties and undertakings*).
- 8.9 **Chattels** - Upon the occurrence of a Default, if so requested by the Security Agent, it will place and maintain on each chattel the value of which exceeds £50,000 and which is expressed to be subject to a fixed charge under this Deed, in a conspicuous place, an identification marking in the following terms and not conceal, alter or remove such marking or permit it to be concealed, altered or removed:
- 8.10 "Notice of Charge - This [*specify the chattel*] and additions and ancillary equipment are subject to a first fixed charge in favour of [*insert name of Security Agent*].".
- 8.11 **Centre of main interests** - It will not move its COMI, nor have any Establishment, outside England and Wales.
- 8.12 **Deposit of documents** - It will promptly at the Security Agent's request deposit with the Security Agent (or as the Security Agent directs) (a) all deeds and documents of title relating to the Property, including counterpart leases, licences and any other deeds or documents necessary or desirable to assist the Security Agent to enforce the Security created by this Deed, (b) all policies of insurance in respect of which the proceeds of any claims are assigned or charged pursuant to this Deed and (c) all such other documents relating to the Secured Assets as the Security Agent may from time to time reasonably require.
- 8.13 **Retention of documents** - The Security Agent may retain any document delivered to it pursuant to Clause 8.12 (*Deposit of documents*) or otherwise until the Discharge Date and if, for any reason, the Security Agent ceases to hold any such document before such time, the Security Agent may, by notice to the Chargor, require that the relevant document be redelivered to it and the Chargor shall promptly comply (or procure compliance) with such notice.
- 8.14 **Power to remedy** - If the Chargor fails to comply with any of the covenants and undertakings set out or referred to in Clauses 8.1 (*Perform*) to 8.13 (*Retention of*

documents) inclusive and Parts 2 and 3 of Schedule 2 (*Property warranties and undertakings*), it will allow (and irrevocably authorises) the Security Agent and/or such persons as the Security Agent nominates to take on behalf of the Chargor such action (including the making of payments) as is necessary to protect any relevant assets against the consequences of such failure to comply and/or to ensure compliance with such covenants and undertakings.

- 8.15 **Indemnity** - It will indemnify the Security Agent and will keep the Security Agent indemnified against all costs, Taxes, losses and liabilities incurred by the Security Agent as a result of any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed and in connection with the exercise by the Security Agent of its rights contained in Clause 8.14 (*Power to remedy*). All sums the subject of this indemnity will be payable by the Chargor to the Security Agent on demand.

8.16 **Investments**

- 8.16.1 The Chargor may not:

8.16.1.1 take or permit the taking of any action which may adversely affect the value of its Investments, prejudice the interests of any Secured Party under any Finance Document or result in the rights attaching to the Investments being altered or diluted; or

8.16.1.2 except where the Security Agent so requires or permits, nominate another person to enjoy or exercise any of its rights in relation to any of its Investments.

- 8.16.2 Subject to Clause 8.16.1 and provided that no Event of Default is continuing, the Chargor may:

8.16.2.1 receive and retain all dividends or other income paid or payable in respect of its Investments; and

8.16.2.2 exercise all voting and other rights attaching to its Investments, provided that it does so for a purpose not inconsistent with any Finance Document.

- 8.16.3 While any Event of Default is continuing, the Chargor shall:

8.16.3.1 hold any dividends or other income received in respect of the Investments on trust for the Security Agent and pay such amounts into a separate account or otherwise as the Security Agent may direct; and

8.16.3.2 exercise all voting and other rights attaching to the Investments as the Security Agent may direct.

- 8.16.4 The Security Agent may, at any time, perfect the Security over any of the Investments created by this Deed. On request, the Chargor shall execute any relevant instruments of transfer and procure that they are immediately registered in the statutory registers of the relevant company and that share certificates in the name of the Security Agent and/or its nominee(s) in respect of such Investments are delivered to the Security Agent as soon as reasonably practicable.

- 8.16.5 At any time when any of the Investments are registered in the name of the Security Agent or its nominee:

8.16.5.1 while no Event of Default is continuing, the Security Agent shall account to the Chargor for any dividends or other income

received in respect of the Investments and, subject to Clause 8.16.1, shall exercise all voting and other rights attaching to the relevant Investments as the Chargor may direct, provided that such directions would not cause any Secured Party to be in breach of any other agreement or obligation; and

8.16.5.2 while any Event of Default is continuing, the Security Agent may retain any dividends or other income and apply the same in accordance with the terms of the Finance Documents, and exercise or refrain from exercising such voting or other rights attaching to the relevant Investments as it thinks fit.

8.16.6 The Security Agent shall have no duty to ensure that any dividends or other amounts are paid or received nor to take any action in connection with any distribution rights in respect of any of the Investments.

9. ENFORCEABILITY

For the purposes of all powers implied by the LPA or any other applicable legislation, the Secured Obligations shall be deemed to have become due and payable and this Deed will become immediately enforceable and the powers of the Security Agent and any Receiver will become exercisable on the date of this Deed, but, as between the Security Agent and the Chargor, the power of the Security Agent to enforce the Security created by this Deed shall be exercisable only upon the occurrence of an Event of Default and for so long as it is continuing (unless there has been a request from the Chargor to the Security Agent for the appointment of a Receiver, in which case it will be exercisable at any time following the making of such request).

10. ENFORCEMENT OF SECURITY

10.1 At any time after the Security Agent's power of sale has become exercisable, the Security Agent may, without further notice, (a) appoint one or more than one person to be Receiver in respect of the Secured Assets or any of them and, if more than one person is appointed as Receiver, such appointees may act jointly and severally or individually, (b) take possession of the Secured Assets, and/or (c) in its absolute discretion enforce all or any part of the Security created by this Deed in such other lawful manner as it thinks fit. The Security Agent may remove any person from appointment as Receiver and may appoint another person as Receiver. The Security Agent may also appoint an additional Receiver.

10.2 The Receiver will, so far as the law permits, be the agent of the Chargor in respect of which the Receiver is appointed and the Chargor alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver. The Security Agent will not be responsible for any misconduct, negligence or default of the Receiver. The powers of the Receiver will continue in full force and effect following any liquidation of the Chargor.

10.3 The remuneration of the Receiver may be fixed by the Security Agent but will be payable by the Chargor. The amount of the remuneration will form part of the Secured Obligations.

10.4 The Receiver will have the power, on behalf and at the cost of the Chargor in respect of which the Receiver is appointed, (a) to do or omit to do anything which he considers appropriate in relation to the Secured Assets and (b) to exercise all or any of the powers conferred on the Receiver or the Security Agent under this Deed or conferred upon administrative receivers by the Insolvency Act (even if he is not an administrative receiver), or upon receivers by the LPA or any other statutory provision (even if he is not appointed under the LPA or such other statutory provision) but so that if there is any ambiguity or conflict between the powers contained in such legislation and those contained in this Deed, those contained in this Deed shall prevail.

- 10.5 Without prejudice to the general powers set out in Clause 10.4, a Receiver will also have the powers and discretions set out in Schedule 3 (*Receiver's specific powers*).
- 10.6 The Security Agent or any Receiver may sever any Fixtures from the Property and sell them apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Obligations.
- 10.7 If the Security Agent or the Receiver obtains possession of the Property, the Security Agent or the Receiver may use and remove, store or sell any chattels on the Property, whether or not forming part of the Secured Assets, without being under any liability to the Chargor other than to account for their net proceeds of the sale. All costs, losses and liabilities incurred by the Security Agent or the Receiver in connection with the removal, storage and sale of such chattels will form part of the Secured Obligations.
- 10.8 If (notwithstanding any representation or warranty to the contrary contained in this Deed) there shall be any Security affecting the Secured Assets or any of them which ranks in priority to the Security created by this Deed and the holder of such prior Security takes any steps to enforce such Security, the Security Agent or any Receiver may, at its option, take a transfer of, or repay the indebtedness secured by, such Security.
- 10.9 The Security Agent may, at any time after this Deed has become enforceable pursuant to Clause 9 (*Enforceability*), exercise, to the fullest extent permitted by law, all or any of the powers, authorities and discretions conferred on a Receiver by this Deed, whether as attorney of the Chargor or otherwise and whether or not a Receiver has been appointed.
- 10.10 The Security Agent may, in writing, either in its appointment of a Receiver or by subsequent notice to that Receiver, restrict the right of such Receiver to exercise all or any of the powers conferred on a Receiver by this Deed.
- 10.11 The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.
- 11. PAYMENTS, ACCOUNTS AND APPLICATION OF PROCEEDS**
- 11.1 **Right of appropriation** - Subject to the provisions of Clause 11.8 (*Recoveries by Receiver*), the Security Agent is entitled to appropriate money and/or assets to the Secured Obligations in such manner or order as it thinks fit and any such appropriation shall override any appropriation by the Chargor.
- 11.2 **No set-off by Chargor** - The Chargor shall not exercise any right of set-off or counterclaim it might have in respect of any payment due to the Security Agent under this Deed.
- 11.3 **Security Agent's rights of set-off** - The Security Agent may, at any time after this Deed has become enforceable, and without notice (a) combine or consolidate all or any of a Chargor's then existing accounts with, and liabilities to, the Security Agent, (b) set-off or transfer any sums standing to the credit of any one or more of such accounts, and/or (c) set-off any other obligation owed by the Security Agent to any the Chargor (whether or not matured at such time), in or towards satisfaction of any of the Secured Obligations; and if any amount is in a different currency from the amount against which it is to be set-off, the Security Agent may convert either amount (or both) at any reasonable time and at any reasonable rate. The Security Agent shall notify the Chargor in writing that any such transaction has taken place.
- 11.4 **Suspense Account** - The Security Agent may, at any time, credit to a suspense account any money received by it under this Deed, to be held for so long as and on such terms as the Security Agent may determine pending its application towards paying discharging the Secured Obligations.

- 11.5 **New account** - If the Security Agent receives notice of a subsequent mortgage or charge relating to the Secured Assets, it will be entitled to close any account and to open a new account in respect of the closed account. If the Security Agent does not open such new account, it will in any event be treated as if it had done so at the time when it received such notice.
- 11.6 **Time deposit** - Without prejudice to the provisions of Clause 11.3 (*Security Agent's rights to set-off*), if at any time the Chargor has made a deposit with the Security Agent on terms that it will be repaid on a specified date (a "**Time Deposit**") then: (a) if the Security Agent has made any demand under Clause 2 (*Covenant to pay*), it may vary the terms of such Time Deposit so that it becomes repayable immediately or on any other date before such specified date; or (b) if an Event of Default has arisen which is continuing but no amount of Secured Obligations has fallen due before such specified date, the Security Agent may renew such Time Deposit for such further maturity as the Security Agent in its absolute discretion determines.
- 11.7 **Calculations** - The Security Agent's calculation of any amount payable by the Chargor under this Deed at any time will be conclusive (unless it has made an obvious mistake).
- 11.8 **Recoveries by Receiver** - The proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Obligations, be applied by or at the direction of the Receiver in or towards discharging or satisfying the following amounts in the following order of priority: (a) the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration; (b) any costs, charges, expenses and liabilities of or Incurred by any Enforcement Party in the exercise of any of its powers including all rents, Taxes, rates and outgoings whatever affecting the Secured Assets, all premiums on Insurances properly payable under this Deed or any applicable legislation, the cost of executing necessary or proper repairs to the Secured Assets, and the payment of annual sums or other payments, and the interest on all principal sums, having priority to the Secured Obligations; (c) the remaining Secured Obligations, in accordance with the provisions of the Finance Documents; and (d) the claims of those persons entitled to any surplus.
- 11.9 **Tax gross-up** - The provisions of clause 14.2 (*Tax gross-up*) of the Facility Agreement shall apply to any payments made by the Chargor under or pursuant to this Deed.
- 11.10 **Currency of payment** - No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Chargor in respect of which it was made unless and until the Security Agent shall have received payment in full in the relevant currency specified in clause 31.9 (*Currency of account*) of the Facility Agreement. To the extent that the amount of any such payment shall, on actual conversion into such currency, fall short of such obligation or liability expressed in that currency, the Security Agent shall have a further separate cause of action against the Chargor and shall be entitled to enforce the Security created by this Deed to recover the amount of the shortfall.
- 11.11 **Currency conversion** - All money received or held by the Security Agent or any Receiver under this Deed may be converted into such other currency as the Security Agent considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Security Agent's spot rate of exchange then prevailing for purchasing that other currency with the existing currency.
12. **PROTECTION OF THIRD PARTIES**
- 12.1 **No duty to enquire** - A buyer from, or other person dealing with, any Enforcement Party will not be concerned to enquire whether:
- 12.1.1 any of the Secured Obligations have become due and payable;
- 12.1.2 whether any of the powers which such Enforcement Party has exercised or purported to exercise has arisen or become exercisable;

- 12.1.3 whether any monies remain outstanding under a Finance Document;
- and may assume that the Security Agent is acting in accordance with this Deed.
- 12.2 **Receipt conclusive** – The receipt of the Security Agent or any Receiver shall be an absolute and conclusive discharge to a purchaser of the Secured Assets and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver.
13. **PROTECTION OF SECURITY AGENT**
- 13.1 **Security Agent's receipts** - The Security Agent shall not be obliged to account to the Chargor, nor to any other person, for anything other than its own actual receipts which have not been distributed or paid to the person entitled (or whom the Security Agent, acting reasonably, believes to be entitled) in accordance with the requirements of this Deed.
- 13.2 **No Obligations in relation to Secured Assets**
- The Security Agent is not obliged to do any of the following in respect of any Secured Assets:
- 13.2.1 perform any obligation of the Chargor;
- 13.2.2 make any payment;
- 13.2.3 make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor;
- 13.2.4 present or file any claim or take any other action to collect or enforce the payment of any amount to which it or the Chargor may be entitled; or
- 13.2.5 exercise any rights to which it or the Chargor may be entitled.
- 13.3 **Exclusion of liability**
- 13.3.1 No Enforcement Party will be liable to the Chargor for any expense, loss, liability or damage incurred by the Chargor arising out of the exercise by such Enforcement Party of its rights or powers or any attempt or failure to exercise those rights or powers, except for any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct.
- 13.3.2 No Chargor may take any proceedings against any officer, employee or agent of any Enforcement Party in respect of any claim it might have against such Enforcement Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed.
- 13.3.3 Any officer, employee or agent of any Enforcement Party may rely on this Clause 13 under the Third Parties Act.
- 13.4 **Effect of possession** - If the Security Agent or any Receiver enters into possession of the Secured Assets or any of them, this will not oblige either the Security Agent or the Receiver to account as mortgagee in possession (or to account for any default or omission for which a mortgagee in possession may be liable), and if at any time the Security Agent enters into possession of the Secured Assets or any of them it may at any time at its discretion go out of such possession.
- 13.5 **Chargor's indemnity** - The Chargor agrees with the Security Agent to immediately indemnify the Security Agent and any Receiver or Delegate on demand against any costs, Taxes, losses, liabilities or damage incurred by any of them in respect of:

- 13.5.1 the taking, holding, protection or enforcement of the Security created by this Deed;
- 13.5.2 any exercise of the rights, powers, discretions or remedies of, or vested in, any Enforcement Party or any attempt or failure to exercise those rights, powers, discretions or remedies;
- 13.5.3 anything done or omitted to be done in the exercise or purported exercise of the powers under this Deed or under any appointment duly made under the provisions of this Deed; and

in each case including legal fees and any costs arising from actual or alleged breach by any person of any law or regulation whether relating to the environment or otherwise, and shall keep each of the Security Agent and any Receiver or Delegate indemnified against any failure or delay in paying the costs or expenses referred to above.

14. POWER OF ATTORNEY

- 14.1 The Chargor irrevocably and by way of security appoints the Security Agent and each Receiver and any person nominated for the purpose by the Security Agent or the Receiver (In writing, under hand, signed by an officer of the Security Agent or by the Receiver) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in Clause 14.2.
- 14.2 The power of attorney granted in Clause 14.1 allows the Security Agent, the Receiver or the relevant nominee, in the name of the the Chargor, on its behalf, as its act and deed and at its expense to perfect the Security created by the Chargor under this Deed and to execute and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor may, ought or has agreed to execute or do under this Deed or which the attorney may in its absolute discretion consider appropriate in connection with the exercise of any of the rights, powers, authorities or discretions of the Security Agent or the Receiver under, or otherwise for the purposes of, this Deed.
- 14.3 The Chargor covenants with the Security Agent to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with this Clause 14.

15. APPLICATION, VARIATION AND EXTENSION OF STATUTORY PROVISIONS

- 15.1 The covenants set out in sections 2 to 5 of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to bind a Chargor only if, in any case, the relevant covenant imposes upon the Chargor a burden, liability or obligation that would not otherwise arise under this Deed.
- 15.2 For the purposes only of section 101 of the LPA, (but otherwise subject to the provisions of Clause 9 (*Enforceability*)), the conditions set out in that section, as to when the powers conferred on a mortgagee by that section arise, do not apply and the Secured Obligations become due and the statutory power of sale and other powers of enforcement arise immediately following the execution of this Deed. The Security Agent and any Receiver may exercise the statutory power of sale conferred by the LPA free from the restrictions imposed by section 103 of the LPA, which shall not apply to this Deed.
- 15.3 The power of sale and the other powers conferred by the LPA or otherwise are extended and varied to authorise the Security Agent in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do or exercise under this Deed.
- 15.4 The restriction on the consolidation of mortgages in section 93 of the LPA does not apply to this Deed nor to any Security given to the Security Agent pursuant to this Deed. Section 109(1) of the LPA shall not apply to this Deed. Sections 105, 107(2), 109(6) and

109(8) of the LPA will not apply to the Security Agent nor to a Receiver appointed under this Deed.

- 15.5 The statutory and other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Chargor in relation to the Secured Assets or any part of them. The restrictions on the powers of the Security Agent or the Receiver to grant leases or to accept the surrender of leases in sections 99 and 100 of the LPA do not apply to this Deed.

16. OTHER MISCELLANEOUS PROVISIONS

- 16.1 Except where expressly stated to the contrary, the powers, rights and remedies provided in this Deed are in addition to (and not instead of) powers, rights and remedies under law.
- 16.2 If an Enforcement Party fails to exercise any power, right or remedy under this Deed or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If an Enforcement Party exercises, or partly exercises, a power, right or remedy once, this does not mean that it cannot exercise such power, right or remedy again, fully or in part.
- 16.3 The Security Agent may decide when and how to apply any payments and distributions received for its own account under this Deed; and also, as between the Security Agent and the Chargor, whether and, if so, when, how and to what extent (a) to exercise its rights under this Deed and (b) to exercise any other right it might have in respect of the Chargor (or otherwise) without, in any case, the Chargor having the right to control or restrict the Security Agent's exercise of this discretion.
- 16.4 No provision of this Deed will interfere with the Security Agent's right to arrange its affairs as it may in its absolute discretion decide (nor oblige it to disclose any information relating to its affairs), except as expressly stated.
- 16.5 The Chargor authorises the holder of any prior or subsequent Security to provide to the Security Agent, and the Security Agent to receive from such holder, details of the state of account between such holder and the Chargor.
- 16.6 The Chargor shall not assign, novate or otherwise deal with its rights or obligations under or interests in this Deed, except with the prior written consent of the Security Agent.
- 16.7 Save as otherwise provided in the Facility Agreement, the Security Agent may at any time assign, novate or otherwise deal with any rights or obligations under or interests in this Deed (including delegating by way of power of attorney or in any other manner to any person, any right, power of discretion exercisable by it under this Deed). Any such delegation may be made upon any terms (including power to sub-delegate) which the Security Agent or any Receiver may think fit. Neither the Security Agent nor any Receiver will be in any way responsible or liable to the Chargor or any other person for any cost, expense, loss or liability arising from any act, omission, default, or misconduct on the part of any delegate or sub-delegate.
- 16.8 The Security Agent may disclose any information about the Chargor, the Secured Assets and/or this Deed to any person to whom it proposes to assign, novate or transfer (or has assigned, novated or transferred) any rights or obligations under or interests in this Deed, or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests and any person to whom the benefit of all such rights has been transferred, subject to such obligations, may enforce this Deed in the same way as if it had been an original party to this Deed.
- 16.9 If, at any time, there has been a release, settlement or discharge of the Chargor's obligations under this Deed and, as a consequence of any insolvency proceedings (or analogous proceedings) or for any other reason, (a) any payment made to any person in respect of any of the Secured Obligations is required to be repaid and/or (b) any such

payment or any Security (or other right) held by the Security Agent in respect of any of the Secured Obligations (whether under this Deed or otherwise) is void, is set aside or is otherwise affected, then the the Chargor's obligations under this Deed shall continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and/or (as applicable) the relevant Security (or other right) had not been held by the Security Agent; and accordingly (but without limiting the Security Agent's other rights under this Deed) the Security Agent shall be entitled to recover from the Chargor the value which the Security Agent has placed upon such Security or the amount of any such payment as if such payment, settlement or discharge had not occurred.

- 16.10 If the Security Agent, acting reasonably, considers that any amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided or ordered to be refunded or reduced for the reasons set out in Clause 16.9, then for the purposes of this Deed such amount shall not be considered to have been irrevocably paid.
- 16.11 The Security Agent as agent for the Secured Parties confirms that the Secured Parties shall perform their respective obligations, to the extent arising under the Finance Documents, to make further advances. The Security created by this Deed has been made for securing such further advances.
- 16.12 To the extent that the Chargor may be entitled in any jurisdiction to claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process of any kind wherever it might originate, or to the extent that in any such jurisdiction there may be attributed to the Chargor or its assets such immunity (whether or not claimed), it irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.
- 16.13 On the Discharge Date (but subject to Clauses 16.9 and 16.10) the Security Agent shall, at the request and cost of the Chargor, execute and do all deeds, acts and things as may be necessary to release the Secured Assets from the Security created by this Deed.
- 16.14 The obligations of the Chargor under Clause 2 (*Covenant to pay*) are unconditional and neither the provisions of this Deed nor the obligations of the Chargor will be affected by the occurrence or existence at any time of any of the following events or circumstances or by any person's knowledge or lack of knowledge as to any such matter: (a) any person's insolvency or lack of capacity, power or authority; (b) any unenforceability, illegality or invalidity of any obligation of any person; (c) any change in the constitution, membership, ownership, legal form, name or status of any person; (d) the making, amendment or termination of any other deed or agreement; (e) any amendment, novation, re-statement or substitution of, or any supplement to, any other deed or agreement; (f) any increase or reduction in the amount of any person's indebtedness or any alteration of any term, condition or arrangement in respect of any person's indebtedness; (g) any person taking or omitting to take any steps in relation to (i) the Chargor or any other person, (ii) any of the Secured Obligations, (iii) any Security, guarantee or other financial support in respect of any indebtedness and/or (iv) any other asset; or (h) anything else which, although it could affect the liability of a surety, would not affect the liability of a principal debtor.

17. COMMUNICATIONS

- 17.1 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:
- 17.1.1 in the case of the Chargor and the Security Agent those given for each of them, respectively, in the signature pages of the Facility Agreement; and
- 17.1.2 in the case of each Receiver and each Delegate, those notified in writing to the Security Agent (whether in that capacity or in any other capacity) by such

Receiver or Delegate (or by the Security Agent on its behalf) as soon as practicable after its respective appointment,

or any substitute address, fax number or department or officer as the relevant person may notify to the Agent (or as the Agent may notify to the Parties, if a change is made by the Agent or the Security Agent) by not less than 5 Business Days' notice.

18. THIS DEED

- 18.1 The Chargor has entered into this Deed in consideration of the Secured Parties or some of them agreeing to provide (or to continue to provide) finance facilities to it on the terms agreed in the Finance Documents.
- 18.2 This Deed is intended to be a deed even if any Party's execution is not in accordance with the formalities required for the execution of deeds.
- 18.3 If there is any conflict between the provisions of the Facility Agreement and the provisions of this Deed, the provisions of the Facility Agreement shall prevail.
- 18.4 If any Party is not bound by this Deed (or any part of it) for any reason, this does not affect the obligations of each other Party under this Deed (or under the relevant part)
- 18.5 This Deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other Security or guarantee which the Security Agent may now or at any time after the date of this Deed hold for or in respect of the Secured Obligations.
- 18.6 The Chargor submitting this Deed or any counterpart to The Land Registry shall, on each occasion, also submit a certified copy of this Deed and request the return of the original and upon the return of the original it shall deliver such original to the Security Agent
- 18.7 This Deed and every counterpart is the property of the Security Agent.

19. GOVERNING LAW

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

20. JURISDICTION

Jurisdiction of the courts of England and Wales

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**"). The Parties agree that the courts of England are the most appropriate and convenient courts to settle any Dispute and accordingly no Party will argue to the contrary. This Clause 20 is for the benefit of the Enforcement Parties only. As a result, no Enforcement Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, each Enforcement Party may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1

Details of Secured Property

Shares

Name of Chargor	Name of company whose shares are held	Company number whose shares are held	Number and class of Shares
Wingdawn Property Company Limited	Roundbell Limited	07848750	1 ordinary share of

SCHEDULE 2

Property warranties and undertakings

Part 1

Definitions and interpretation applicable to Schedule 2

1. Expressly defined terms

In this Schedule, the following words and phrases have the specified meanings.

"Adverse Property Effect" means, in the reasonable opinion of the Security Agent, a material and adverse effect on (a) the value or marketability of the Property, (b) the ability of the Chargor to use the Property for the purposes for which it is currently used, or (c) the validity or enforceability of, or the effectiveness or ranking of the Security created or purported to be created by, this Deed in relation to the Property or the rights or remedies of the Security Agent under this Deed.

"Granted Lease" means any lease, agreement for lease, tenancy, contractual licence or other document which gives a person who is not the Chargor the right to occupy, use or enjoy the Property.

"Planning Acts" means the Town and Country Planning Acts 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any order, regulations or permission made or granted under or by virtue of such Acts or any of them.

"Relevant Lease" means any lease, agreement for lease, tenancy, contractual licence or other document which gives the Chargor the right to occupy, use or enjoy the Property.

2. Construction

In this Schedule, unless a contrary indication appears:

- 2.1 the words **"would have an Adverse Property Effect"** are to be construed as meaning "would or might reasonably be expected to have an Adverse Property Effect"; and
- 2.2 reference in any Part of this Schedule to matters, events or circumstances having an Adverse Property Effect are to be construed as if such matters, events or circumstances were taken together with all other matters, events or circumstances arising under any paragraph of such Part of this Schedule which would, on such construction, in aggregate have an Adverse Property Effect.

Part 2

Property Warranties

1. MATTERS AFFECTING THE PROPERTY

Subject to matters expressly disclosed in each Certificate of Title relating to the Property;

- 1.1 The Chargor is the legal and beneficial owner of the Property for the estate set out in relation to each part of the Property;
- 1.2 the Property is free from Security or third party rights of any kind whatever save any Security or rights which constitute a Permitted Security;
- 1.3 the Property is free from any tenancies or licences to occupy which would have an Adverse Property Effect;
- 1.4 nothing has arisen or been created or is subsisting which would be an overriding interest over the Property which would have an Adverse Property Effect;
- 1.5 there is no dispute regarding boundaries, easements, covenants or other matters relating to any part of the Property or its use which it believes, or has reasonable grounds to believe, is likely to be adversely determined and which, if so, would have an Adverse Property Effect;
- 1.6 all material covenants (whether affecting the freehold or leasehold titles to the Property) have been properly performed and observed and it has received no notice of any outstanding breach of any material covenant as regards the Property which would have an Adverse Property Effect;
- 1.7 all Authorisations required or desirable for the continued use of the Property for its present purpose have been obtained and have not been (and it is not aware of any circumstance having arisen whereby they might be) withdrawn;
- 1.8 there is no covenant, restriction, burden, stipulation or outgoing (other than usual business outgoings) affecting the Property which is of an onerous or unusual nature (either generally or in the context of the present use of the Property) or which conflicts with its present use and which would have an Adverse Property Effect;
- 1.9 there subsists no material breach of any Planning Acts or other law, regulation or covenant which would have an Adverse Property Effect; and
- 1.10 it has not received notice of any adverse claim by any person in respect of the ownership of the Property or any interest in the Property which would have an Adverse Property Effect, nor has any acknowledgement been given to any person in respect of any such claim or interest.

Part 3

Property undertakings

1. NO CHANGES TO THE PROPERTY

It will not, without the prior written consent of the Security Agent:

- 1.1 make any application for the grant of planning permission, listed building consent or conservation area consent, within the meaning of the Planning Acts;
- 1.2 demolish all or any part of the Property;
- 1.3 destroy or remove from the Property, except in the ordinary course of its business as currently carried on, any other of the Secured Assets now or at any time after the date of this Deed located in or on the Property;
- 1.4 make any additions or structural or other material alteration to the Property;
- 1.5 create or permit to arise any overriding interest, easement or right over the Property;
- 1.6 enter into negotiations with any competent agency of local or national government with a view to the compulsory acquisition of the Property nor consent to such acquisition;
- 1.7 enter into any agreement under section 106 of the Town and Country Planning Act 1990, section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or any other agreement with any local government, planning or regulatory authority to build roads or carry out other works;
- 1.8 change the use of the Property or do or suffer to be done anything in relation to the Property which constitutes development (as that expression is defined in the Town and Country Planning Act 1990);

if, in any case, such action would have an Adverse Property Effect.

2. COMPLY WITH COVENANTS

It will observe and perform all covenants, agreements, restrictions, stipulations and conditions from time to time affecting its interest in the Property or the mode of user or the enjoyment of it, if failure to do so would have an Adverse Property Effect, and will promptly pay all present and future tax, rates, assessments and outgoings of any kind imposed upon or payable in respect of the Property, or by the owner or occupier of the Property.

3. COMPLY WITH AUTHORISATIONS

It will observe and comply with the terms of all Authorisations relating to the Property, if failure to do so would have an Adverse Property Effect.

4. REPAIR

If, following any inspection of the Property by the Security Agent or any of its professional advisors, the Security Agent considers that the Property is suffering any defect or want of repair, failure to remedy which would have an Adverse Property Effect, the Security Agent may serve a notice specifying the relevant defect or want of repair, and the Chargor shall without delay promptly remedy such defect or want of repair.

5. DISPOSALS OF FIXTURES

It will not, otherwise than in the ordinary course of maintenance or replacement, sever or dispose of any Fixtures which are now, or which at any time after the date of this Deed may be, affixed to the Property.

6. **GRANTED LEASES**

- 6.1 It will not grant any Granted Lease or otherwise part with or share possession of the Property.

7. **ACQUISITIONS**

- 7.1 It will notify the Security Agent promptly in writing (a) before contracting or otherwise committing itself to purchase any estate or interest in Real Property and supply the Security Agent with such details of the proposed purchase as the Security Agent may from time to time request and (b) upon completion of its acquisition of any estate or interest in Real Property. In this paragraph 7 any such Real Property in which the Chargor has acquired an estate or interest is referred to as "**Acquired Property**".
- 7.2 Where the completion of the acquisition of any estate or interest in Real Property would result in the Chargor holding any part of such Real Property under a Relevant Lease, the Chargor shall, as a condition precedent of such acquisition, obtain any necessary consent from any other party to the Relevant Lease to the Security created by this Deed, and may not waive such condition without the consent of the Security Agent.
- 7.3 If the Acquired Property includes any Property held by the Chargor under a Relevant Lease, the Chargor shall, within 21 days of the acquisition, serve on each of the other parties to such Relevant Lease a notice of the Security constituted by this Deed and use its reasonable endeavours to procure that each of such other parties shall countersign the acknowledgement contained in such notice.

8. **INSURANCE**

Save in respect of any leasehold property which is insured by the relevant landlord pursuant to an obligation arising under a Relevant Lease, it will insure and keep insured the Property with a reputable independent United Kingdom Insurance company or United Kingdom underwriter:

- 8.1 against such risks and contingencies as the Security Agent from time to time reasonably requires;
- 8.2 in a value equal to the full cost of reinstatement from time to time including proper provision for cost inflation over any period that might be required for planning and negotiation and the reconstruction period plus the cost of demolition and debris removal and architects', surveyors' and all other professional fees and the cost of complying with local authority and other statutory requirements;
- 8.3 otherwise in such form and upon such terms as the Security Agent agrees (such agreement not to be unreasonably withheld or delayed).

9. **EXEMPT INFORMATION DOCUMENT**

- 9.1 It shall, at its own expense, do whatever the Security Agent may reasonably require in connection with (a) any application by the Security Agent to have this Deed designated an exempt information document under Land Registration Rules 2003 rule 136 and (b) any person's application under Land Registration Rules 2003 rule 137 for disclosure of this Deed following its designation as an exempt information document.
- 9.2 It shall notify the Security Agent in writing:
- 9.2.1 before making any application to have this Deed designated an exempt information document under Land Registration Rules 2003 rule 136;
- 9.2.2 as soon as it receives notice of any person's application under Land Registration Rules 2003 rule 137 for disclosure of this Deed following its designation as an exempt information document; and

- 9.2.3 before making any application under Land Registration Rules 2003 rule 138 for removal of any such designation.

SCHEDULE 3

Receiver's specific powers

The Receiver will have full power and authority:

1. to enter upon, and to take possession of, the Secured Assets;
2. to collect and get in all rents, fees, charges or other income of the Secured Assets;
3. generally to manage the Secured Assets and to manage or carry on, reconstruct, amalgamate, diversify or concur in carrying on the business of the Chargor or any part of it as he may think fit;
4. without restriction, to sell, charge, grant, vary the terms or accept surrenders of, leases or tenancies of, licences to occupy, or options or franchises over or otherwise deal with and dispose of the Secured Assets or any property acquired in exercise of its powers under this Deed;
5. to purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
6. to take a lease or tenancy of any property required or convenient for the business of the Chargor or the exercise of the Receiver's powers under this Deed;
7. to exercise on behalf of the Chargor and without the consent of or notice to the Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to leasehold property, landlord and tenant, rents, housing or agriculture in respect of the Property;
8. for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this Deed and/or for defraying any costs, losses or liabilities which may be incurred by him in their exercise or for any other purpose, to raise or borrow moneys from the Secured Parties or others or incur any other liability on such terms, whether secured or unsecured, as he may think fit, and whether to rank in priority to this Deed or not;
9. to appoint and discharge employees, officers, consultants, advisers, managers, agents, solicitors, accountants or other professionally qualified persons, workmen and others for any of the purposes of this Deed or to guard or protect the Secured Assets upon such terms as to remuneration or otherwise as he may think fit and to discharge any such persons appointed by the Chargor prior to his appointment;
10. in the name of the Chargor, to bring, prosecute, enforce, defend and discontinue all such actions, suits and proceedings, in relation to the Chargor, the business of the Chargor or the Secured Assets as in any case he thinks fit;
11. to settle, adjust, refer to arbitration or expert determination, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Chargor or relating in any way to the Secured Assets;
12. to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Secured Assets;
13. to obtain Authorisations for and to carry out on the Property any new works or complete any unfinished works of development, building, reconstruction, maintenance, repair, renewal, improvement, furnishing or equipment;
14. to enter into, vary, cancel or waive any of the provisions of any contracts which he shall in any case think expedient in the interests of the Chargor or the Security Agent;

15. to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit;
16. to insure the Secured Assets, any assets acquired by the Receiver in exercise of his powers, and any business or works, and effect indemnity insurance or other similar insurance, in every case in such amounts, against such risks and with such offices as the Receiver thinks fit, and obtain bonds and give guarantees and Security to any bondsmen;
17. to remove, store, sell or otherwise deal with any chattels located at the Property;
18. to promote or establish any company or to acquire shares in any company (whether as a Subsidiary of the Chargor or otherwise) to facilitate the exercise of his powers under this Deed, to transfer to any such company all or any of the Secured Assets or other assets acquired by the Receiver in exercise of his powers and to exercise or cause to be exercised all voting and other rights attaching to, and to charge, sell or otherwise transfer any shares in any such company;
19. to exercise all voting and other rights attaching to the Investments and all other stocks, shares and securities owned by the Chargor and comprised in the Secured Assets in such manner as he thinks fit;
20. to make, or require the directors of the Chargor to make, calls conditionally or unconditionally on the members of the Chargor in respect of uncalled capital; and take action to enforce payment of unpaid calls;
21. to carry into effect and complete any transaction;
22. to redeem any prior Security (or procure the transfer of such Security to an Enforcement Party) and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
23. either in the name of the Chargor or in the name of the Receiver to execute documents and do all other acts or things which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the realisation or use of the Secured Assets.

EXECUTION

The Chargor

Executed as a deed by **WINGDAWN PROPERTY CO LIMITED**, acting by a director

Redacted - Eversheds Sutherland
(International) LLP

Director

in the presence of:

Witness Sign

Witness Name

Witness Address

Witness Occupation

Communications to be delivered to:

Redacted - Eversheds
Sutherland (International) LLP

Redacted - Eversheds Sutherland (International) LLP

The Security Agent

Executed as a deed by as attorney for
BARCLAYS BANK PLC
in the presence of:

)
)

as attorney for
Barclays Bank PLC

Witness signature:

Name:

Address:

Occupation:

Communications to be delivered to:

Address: Barclays Bank, 1 Churchill Place
London
E14 5HP

Fax number: 020 7516 7671

Attention: Head of Commercial Real Estate –
Asset Management