



**Registration of a Charge**

Company name: **CARPETRIGHT PLC**

Company number: **02294875**



X73YR3Q0

Received for Electronic Filing: **16/04/2018**

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**Details of Charge**

Date of creation: **12/04/2018**

Charge code: **0229 4875 0019**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description: **BELFIELD ROAD, HIGH WYCOMBE, HP13 5HN WITH TITLE NUMBER REGISTERED AT THE LAND REGISTRY BM21334, UNITS 1/2 MARINERS WAY, PRESTON, WITH TITLE NUMBER REGISTERED AT THE LAND REGISTRY LA719477, LAND AND BUILDINGS ON THE SOUTH WEST SIDE OF CAROLINE STREET, WIGAN, WN3 4EL WITH TITLE NUMBER REGISTERED AT THE LAND REGISTRY GM173947. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**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: **KERRY LANGTON**



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

Company number: 2294875

Charge code: 0229 4875 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th April 2018 and created by CARPETRIGHT PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th April 2018 .

Given at Companies House, Cardiff on 18th April 2018

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



**Companies House**



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

**DATE: 12 APRIL 2018**

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**DEBENTURE**

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Between

**CARPETRIGHT PLC (AND OTHERS)**  
(as Chargors)

and

**THE ROYAL BANK OF SCOTLAND PLC**  
(as Security Trustee)

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THIS DEED is made on the 12 day of April 2018

**BETWEEN:**

- (1) **THE COMPANIES** whose respective names and company numbers are in Schedule 1 (*The Chargors*) (collectively the “**Chargors**” and each a “**Chargor**”); and
- (2) **THE ROYAL BANK OF SCOTLAND PLC** whose registered office is 36 St Andrew Square, Edinburgh, EH2 2YB as security trustee for the Secured Parties (the “**Security Trustee**”).

**WHEREAS:**

- (A) Each Chargor enters into this Deed in connection with a revolving credit facility agreement (“**Facility Agreement**”) originally dated 19 March 2008 and amended and restated from time to time, and most recently by the Consent, Waiver and Amendment Agreement and made between (1) Carpetright plc (the “**Company**”), (2) the subsidiaries of the Company listed in part I of schedule 1 to the Facility Agreement as original guarantors, (3) The Royal Bank of Scotland plc and AIB Group (UK) p.l.c. as mandated lead arrangers, (4) the financial institutions listed in Part II of schedule 1 to the Facility Agreement as lenders, (5) The Royal Bank of Scotland plc as agent of the other Finance Parties and (6) the Security Trustee.
- (B) Certain of the Chargors have granted Security in favour of the Security Agent prior to the date hereof pursuant to the existing Transaction Security. To the extent that the amendments to the Facility Agreement made pursuant to the Consent, Waiver and Amendment Agreement may prejudice the effectiveness, enforceability or otherwise of such existing Transaction Security, those Chargors hereby grant new Security in favour of the Security Trustee on the terms set out herein.
- (C) The Board of Directors of each Chargor is satisfied that the giving of the security contained or provided for in this Deed is in the interests of that Chargor and each Board has passed a resolution to that effect.

**NOW IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

***Definitions***

- 1.1 Terms defined in the Facility Agreement and the Intercreditor Agreement shall, unless otherwise defined in this Deed, have the same meanings when used in this Deed and in addition in this Deed:

“**Charged Property**”: means all the assets of each Chargor which from time to time are the subject of any security created or expressed to be created in favour of the Security Trustee by or pursuant to this Deed.

“**Consent, Waiver and Amendment Agreement**”: means the consent, waiver and amendment agreement dated on or around the date of this Deed between, amongst others, the Company and the Security Trustee;

“**Debt Proceeds**”: means any proceeds of any book debts and other debts or monetary claims (including any chose in action which may give rise to a monetary claim) owing to any Chargor (including, without limitation, any sums of money received by any Chargor from any of the assets charged under clause 3.2.7 (*Book debts*) and/or clause 3.2.8 (*Bank accounts and deposits*)).



**“Delegate”**: means any person appointed by the Security Trustee or any Receiver pursuant to clauses 13.2 to 13.4 (*Delegation*) and any person appointed as attorney of the Security Trustee and/or any Receiver or Delegate.

**“Dormant Subsidiary”** means a member of the Group which does not trade (for itself or as agent for any person) and does not own, legally or beneficially, assets (including, without limitation, indebtedness owed to it) which in aggregate have a value of £5,000 or more (or its equivalent in other currencies).

**“Enforcement Event”** means the service by the Agent of a notice on the Company under clause 26.27 of the Facility Agreement.

**“Exclusion”**: means a legal, valid and binding restriction in respect of any asset held by any Chargor which either precludes absolutely the creation of a Security over that asset or requires the prior consent of any third party (other than any member of the Group) to the creation of a Security over that asset, breach of which restriction would materially impair or destroy property or other rights of that Chargor in relation to or in connection with that asset.

**“Expenses”**: means all costs (including legal fees), charges, expenses and damages sustained or incurred by the Security Trustee or any Receiver or Delegate at any time in connection with the Charged Property or the Secured Debt or in taking, holding or perfecting this Deed or in protecting, preserving, defending or enforcing the security constituted by this Deed or in exercising any rights, powers or remedies provided by or pursuant to this Deed (including any right or power to make payments on behalf of any Chargor under the terms of this Deed) or by law in each case on a full indemnity basis.

**“Insurances”**: means all of the contracts and policies of insurance or assurance (including, without limitation, life policies and the proceeds of them) from time to time taken out by or for the benefit of any Chargor or in which any Chargor from time to time has an interest, together with all bonuses and other moneys, benefits and advantages that may become payable or accrue under them or under any substituted policy.

**“Intellectual Property”**: means:

- (a) all patents, trademarks, service marks, designs, business names, design rights, moral rights, inventions and all other registered or unregistered intellectual property rights;
- (b) all copyrights (including rights in software), database rights, domain names, source codes, brand names and all other similar registered or unregistered intellectual property rights;
- (c) all applications for intellectual property rights and the benefit of any priority dates attaching to such applications and all benefits deriving from intellectual property rights, including royalties, fees, profit sharing agreements and income from licences;
- (d) all know-how, confidential information and trade secrets; and
- (e) all physical material in which any intellectual property might be incorporated.

**“Intercreditor Agreement”** has the meaning given to that term in the Facility Agreement.

**“Lease Document”** means any lease or licence or other right of occupation or right to receive rent to which a Mortgaged Property may at any time be subject and includes any guarantee of a tenant’s obligations under the same.

**“Liability Period”**: means the period beginning on the date of this Deed and ending on the date on which the Security Trustee is satisfied, acting in good faith, that all the Secured Debt have been unconditionally and irrevocably paid and discharged in full.

**"LPA"**: means the Law of Property Act 1925.

**"Mortgaged Property"**: means any freehold, commonhold or leasehold property the subject of the security constituted by this Deed and references to any **"Mortgaged Property"** shall include references to the whole or any part or parts of it.

**"Permitted Dealings"**: means:

(a) the granting, creation or renewal of any consent, licence, interest or right to occupy in favour of third parties in respect of any Mortgaged Properties;

(b) service of termination notices in relation to tenancies, agreeing rent reviews or taking action to enforce tenant's covenants, including, but not limited to, instigation of forfeiture proceedings; and

(c) any other Permitted Dealing (as defined in the existing Transaction Security).

**"Planning Acts"**: means all legislation from time to time regulating the development, use, safety and control of property including, without limitation, the Town and Country Planning Act 1990, 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 the Planning and Compulsory Purchase Act 2004 and any other instrument, plan, regulation, permission or direction made or issued under any such legislation.

**"Premises"**: means all buildings and erections from time to time situated on or forming part of any Mortgaged Property.

**"Receiver"**: means a receiver, receiver and manager or administrative receiver of the whole or any part or parts of the Charged Property.

**"Related Rights"**: means, in relation to the Securities, all dividends, interest, benefits, property, rights, accretions, moneys, advantages, credits, rebates, refunds (including rebates and refunds in respect of any tax, duties, imposts or charges) and other distributions paid or payable in respect of the Securities, whether by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise.

**"Rental Income"** means the aggregate of all amounts paid or payable to or for the account of any Obligor in connection with the letting, licence or grant of other rights of use or occupation of any part of a Mortgaged Property.

**"Satisfied"**: means in relation to an Exclusion, the legal, valid and binding satisfaction or removal of that Exclusion as a result of the granting of consent by, or the agreement of, all relevant third parties.

**"Secured Debt"**: means all present and future indebtedness, moneys, obligations and liabilities of each Obligor and each Chargor to the Finance Parties under the Finance Documents (including this Deed), in whatever currency denominated, whether actual or contingent and whether owed jointly or severally or as principal or as surety or in some other capacity, including any liability in respect of any further advances made under the Finance Documents, together with all Expenses and all interest under clause 2.2 (*Interest*).

**"Securities"**: means all stocks, shares, loan notes, bonds, certificates of deposit, depository receipts, loan capital indebtedness, debentures or other securities from time to time legally or beneficially owned by or on behalf of any Chargor, including, without limitation, any of the same specified in Schedule 3 (*Securities*), together with all property and rights of any Chargor in respect of any account held by or for that Chargor as participant, or as beneficiary of a nominee or trustee

participant, with any clearance or settlement system or depository or custodian or sub-custodian or broker in the United Kingdom or elsewhere.

**"Trust Account"** means the bank account of the Company held at National Westminster Bank plc with account number [REDACTED] and sort code [REDACTED] into which only funds held on behalf of carpet fitters are paid.

***Construction***

- 1.2 Any reference in this Deed to:
- 1.2.1 the **"Security Trustee"**, any **"Chargor"**, any **"Finance Party"**, the **"Company"**, any **"Obligor"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustee, shall include any person for the time being appointed as additional security trustee pursuant to the Intercreditor Agreement;
  - 1.2.2 **"assets"** includes present and future properties, revenues and rights of every description;
  - 1.2.3 a mortgage or charge being granted with **"first"** priority shall be subject to any Security under the existing Transaction Security where relevant without that constituting a breach of this Deed;
  - 1.2.4 **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
  - 1.2.5 a **"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);
  - 1.2.6 a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
  - 1.2.7 a provision of law is a reference to that provision as amended or re-enacted.
- 1.3 Clause and schedule headings are for ease of reference only.
- 1.4 Any reference in this Deed to a mortgage, charge or assignment of any asset shall be construed so as to include:
- 1.4.1 the benefit of any covenants for title given or entered into by any predecessor in title of any Chargor in respect of that asset and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that asset;
  - 1.4.2 the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset; and
  - 1.4.3 in respect of any Mortgaged Property, all Premises and all fixtures and fittings (including trade fixtures and fittings and tenants' fixtures and fittings) from time to time in or on that Mortgaged Property.
- 1.5 Each term in any Finance Document is, to the extent not set out in or otherwise incorporated into this Deed, deemed to be incorporated into this Deed insofar as is necessary to comply with section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 but, except where stated otherwise, if there is any conflict between that incorporated term and any other term of this Deed that other term shall prevail.

- 1.6 Any reference in this Deed to any Finance Document or any other agreement or other document shall be construed as a reference to that Finance Document or that other agreement or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, extended, substituted, novated or assigned, whether or not as a result of any of the same:
- 1.6.1 there is an increase or decrease in any facility made available under that Finance Document or other agreement or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
  - 1.6.2 any additional, further or substituted facility to or for such facility is provided;
  - 1.6.3 any rate of interest, commission or fees or relevant purpose is changed;
  - 1.6.4 the identity of the parties is changed;
  - 1.6.5 the identity of the providers of any security is changed;
  - 1.6.6 there is an increased or additional liability on the part of any person; or
  - 1.6.7 a new agreement is effectively created or deemed to be created.
- 1.7 Any reference in this Deed to “**this Deed**” shall be deemed to be a reference to this Deed as a whole and not limited to the particular clause, schedule or provision in which the relevant reference appears and to this Deed as amended, novated, assigned, supplemented, extended, substituted or restated from time to time and any reference in this Deed to a “**clause**” or a “**schedule**” is, unless otherwise provided, a reference to a clause or a schedule of this Deed.
- 1.8 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.9 Where any provision of this Deed is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.
- 1.10 It is intended that this document shall take effect as and be a deed of each Chargor notwithstanding the fact that the Security Trustee may not execute this document as a deed.
- 1.11 Any change in the constitution of the Security Trustee or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Deed.

#### ***Third Party Rights***

- 1.12 Nothing in this Deed is intended to confer on any person any right to enforce or enjoy the benefit of any provision of this Deed which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

#### ***Intercreditor Agreement***

- 1.13 The provisions of the Intercreditor Agreement shall govern the rights, duties and obligations of the Security Trustee under this deed and the Security Trustee holds the benefit of this Deed on trust for the Secured Parties in accordance therewith.

## **2. COVENANT TO PAY**

### ***Covenant to Pay***

- 2.1 Each Chargor covenants with the Security Trustee (as trustee for the Secured Parties) that it shall pay, perform and discharge its Secured Debt as and when the same fall due for payment,

performance or discharge in accordance with the terms of the Finance Documents or, in the absence of any such express terms, on demand.

***Interest***

- 2.2 Each Chargor covenants with the Security Trustee to pay interest on any amounts due under clause 2.1 (*Covenant to Pay*) from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of that Chargor) at the rate and in the manner specified in clause 12 (*Interest*) of the Facility Agreement, **provided that**, in the case of any Expense, such interest shall accrue and be payable as from the date on which the relevant Expense arose without the necessity for any demand being made for payment.

**3. FIXED SECURITY**

***Charges***

- 3.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Debt, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first legal mortgage all of that Chargor's right, title and interest in and to the freehold, commonhold and leasehold property specified in Schedule 2 (*Real Property*).
- 3.2 Each Chargor, as security for the payment, performance and discharge of all the Secured Debt, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of first fixed charge all of that Chargor's right, title and interest in and to the following assets, both present and future (other than any subject to an Exclusion unless and until the same is Satisfied):
- 3.2.1 all estates or interests in any freehold, commonhold or leasehold property (other than such property effectively mortgaged under clause 3.1 above) which pursuant to and in accordance with clause 25.44 of the Facility Agreement is substituted for any other Mortgaged Property;
  - 3.2.2 all licences held by it to enter upon or use Mortgaged Property or Premises and/or to carry on the business carried on upon that Mortgaged Property or Premises and all agreements relating to Mortgaged Property or Premises to which it is a party or otherwise entitled;
  - 3.2.3 where any Mortgaged Property is leasehold property, any right or interest arising by virtue of any enfranchising legislation (including, but not limited to, the Leasehold Reform Act 1967 and the Leasehold Reform Housing and Urban Development Act 1993 but excluding part II of the Landlord and Tenant Act 1954) which confers upon a tenant of property whether individually or collectively with other tenants of that or other properties the right to acquire a new lease of that property or to acquire, or require the acquisition by a nominee of, the freehold or any intermediate reversionary interest in that property;
  - 3.2.4 all amounts owing to it by way of rent, licence fee, service charge, dilapidations, ground rent and/or rent charge in respect of any Mortgaged Property or Premises;
  - 3.2.5 all fixed and other plant and machinery, computers, vehicles, office equipment and other chattels in its ownership or possession (but excluding any of those items to the extent that they are part of its stock in trade);
  - 3.2.6 all Insurances, including all claims, the proceeds of all claims and all returns of premium in connection with Insurances;

- 3.2.7 all book debts and all other debts or monetary claims (including all choses in action which may give rise to a debt or monetary claim), all proceeds thereof and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same (together, the “**Book Debts**”);
- 3.2.8 all moneys from time to time deposited in or standing to the credit of any bank account with the Security Trustee or any other bank or financial institution (including, without limitation, any rent deposit given to secure liabilities in relation to land and any retention or similar sum arising out of a construction contract or any other contract (and, in each case, any cheque, bill, note, negotiable instrument or other document representing the same));
- 3.2.9 all Securities and their Related Rights;
- 3.2.10 all of its goodwill and uncalled capital;
- 3.2.11 all Intellectual Property;
- 3.2.12 all Authorisations (statutory or otherwise) held in connection with its business or the use of any Charged Property and the right to recover and receive all compensation which may be payable in respect of them;
- 3.2.13
  - (a) all contracts, guarantees, appointments, warranties and other documents to which it is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation of any Mortgaged Property or Premises;
  - (b) all agreements entered into by it or of which it has the benefit under which credit of any amount is provided to any person;
  - (c) all contracts for the supply of goods and/or services by or to it or of which it has the benefit (including, without limitation, any contracts of hire or lease of chattels);
  - (d) any currency or interest swap or any other interest or currency protection, hedging or financial futures transaction or arrangement entered into by it or of which it has the benefit (whether entered into with any of the Finance Parties or any other person); and
  - (e) including, in each case, but without limitation, the right to demand and receive all moneys whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them.

#### 4. ASSIGNMENTS

##### *Insurances*

- 4.1 Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights (other than any subject to an Exclusion unless and until the same is satisfied) under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the “**Insurance Rights**”).

### ***Other contracts***

#### **4.2 Each Chargor:**

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

- (a) under each Lease Document;
- (b) in respect of all Rental Income; and
- (c) in respect of all Book Debts.

### ***Qualification***

4.3 Notwithstanding clauses 4.1 and 4.2 above until the Security constituted by this Deed has become enforceable each relevant Chargor may amend, vary, supplement, substitute, replace or novate the Insurance Rights, Lease Documents, Book Debts and rights in respect of Rental Income (together, the “**Assigned Agreements**”), waive any breach of an Assigned Agreement and exercise any rights under an Assigned Agreement.

## **5. FLOATING CHARGE**

### ***Creation of Floating Charge***

5.1 Each Chargor, as security for the payment, performance and discharge of all the Secured Debt, charges in favour of the Security Trustee (as trustee for the Secured Parties) by way of a first floating charge all of that Chargor’s undertaking and all its other property, assets and rights whatsoever, present and future, including all of its stock in trade and all of its property, assets and rights not otherwise validly and effectively mortgaged, charged or assigned (whether at law or in equity) by way of fixed security pursuant to clause 3 (*Fixed Security*) (but including all assets situated in Scotland whether or not otherwise validly and effectively mortgaged, charged or assigned by way of fixed security under this Deed).

5.2 Where a Chargor has charged under this Deed by way of floating charge its rights in respect of an agreement dated prior to the date of this Deed (the “**Pre-Existing Agreement**”) and, with respect to such Pre-Existing Agreement, a third party (whose consent is required under the terms of a Pre-Existing Agreement to the creation by that Chargor of the floating charge over such Pre-Existing Agreement) notifies such Chargor of the resultant breach of such Pre-Existing Agreement, then such Chargor shall promptly advise the Security Trustee of such notification and if such Chargor, following consultation with the Security Trustee, determines (acting reasonably) that there is a likelihood of its interest in such Pre-Existing Agreement being forfeited or otherwise curtailed, of such Chargor being otherwise prejudiced by action taken by such third party by virtue of the continued subsistence of the floating charge over such Pre-Existing Agreement, it shall so notify the Security Trustee in writing and the Security Trustee shall promptly thereafter execute such documents as shall be necessary to release such Pre-Existing Agreement from the floating charge created by clause 5.

### ***Qualifying Floating Charge***

5.3 The provisions of paragraph 14 of schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created pursuant to clause 5.1 (*Creation of Floating Charge*).

### ***Trust Account***

5.4 It is acknowledged that the Trust Account and the cash deposited in it are excluded from any Security constituted by this Deed.

### ***Conversion by Notice***

- 5.5 The Security Trustee may by notice in writing at any time to any Chargor convert the floating charge created by pursuant to clause 5.1 (*Creation of Floating Charge*) with immediate effect into a fixed charge (either generally or specifically as regards any assets of that Chargor specified in the notice) if:
- 5.5.1 the security constituted by this Deed becomes enforceable; or
  - 5.5.2 the Security Trustee reasonably considers that any of the Charged Property may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process or that it is desirable to do so in order to protect or preserve the security constituted by this Deed over any of the Charged Property and/or the priority of that security.

### ***Automatic Conversion***

- 5.6 Notwithstanding clause 5.5 (*Conversion by Notice*) and without prejudice to any law which may have a similar effect, each floating charge created by clause 5.1 (*Creation of Floating Charge*) will automatically be converted (without notice) with immediate effect into a fixed charge as regards all of the undertaking and assets subject to that floating charge if:
- 5.6.1 any Chargor creates or attempts to create any Security over any of the Charged Property (except as expressly permitted under the Facility Agreement);
  - 5.6.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Property; or
  - 5.6.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of any Chargor or an administrator is appointed in respect of any Chargor.

### ***Scottish Assets***

- 5.7 Clauses 5.5 and 5.6 will not apply to any Charged Property situated in Scotland or governed by Scots Law if, and to the extent that, a Receiver would be capable of exercising his powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such conversion by notice of automatic conversion.

## **6. PERFECTION OF SECURITY**

### ***Registration at HM Land Registry***

- 6.1 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Security Trustee in relation to any Mortgaged Property registered or required to be registered at HM Land Registry, each Chargor hereby consents to an application being made by the Security Trustee to the Chief Land Registrar to enter the following restriction in Form P against that Chargor's title to such Mortgaged Property:
- "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 [ ] April 2018 in favour of The Royal Bank of Scotland plc referred to in the charges register or its conveyancer".
- 6.2 If the title to any Mortgaged Property of any Chargor is not registered at HM Land Registry, that Chargor shall ensure that no person (other than itself) shall be registered under the Land



Registration Act 2002 as the proprietor of all or any part of that Mortgaged Property without the prior consent in writing of the Security Trustee.

- 6.3 Whether or not the title to any of the Mortgaged Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against any Chargor's title to any Mortgaged Property, that Chargor shall immediately provide the Security Trustee with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Deed, that Chargor shall immediately and at its own expense take such steps as the Security Trustee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

***Further Advances***

- 6.4 Subject to the provisions of the Facility Agreement, each Lender is under an obligation to make further advances to the Company under the Facility Agreement and that obligation will be deemed to be incorporated into this Deed as if set out in this Deed.

***Acquisition of New Land***

- 6.5 In relation to any freehold, commonhold or leasehold property which is acquired by or on behalf of any Chargor after the date of this Deed:

6.5.1 if the title to any such property is registered at HM Land Registry, that Chargor shall immediately apply to be registered as the proprietor of the registered estate acquired (or procure that such application is made on its behalf) and (for the purposes of panel 11 of Form AN1) hereby consents to an application being made by the Security Trustee to the Chief Land Registrar for the registration of an agreed notice in Form AN1 to protect this Deed against that Chargor's title to that property;

6.5.2 if the title to any such property is required to be registered at HM Land Registry under the provisions of the Land Registration Act 2002, that Chargor shall immediately apply for first registration of the estate acquired in Form FR1 (or procure that such application is made on its behalf) and shall disclose or procure that the existence of this Deed is disclosed to HM Land Registry either in the Form DL accompanying such application or in panel 12 of Form FR1; and

6.5.3 if the title to any such property represents the transfer of either part of a commonhold unit or part of the common parts of land registered as a freehold estate in commonhold land under the Commonhold and Leasehold Reform Act 2002, that Chargor shall also procure that the application to register the transfer is accompanied by an application in Form CM3 to register the commonhold community statement that has been amended in relation to the transfer as required by Rule 15 or, as the case may be, Rule 16 of the Commonhold (Land Registration) Rules 2004,

and, in each such case, the relevant Chargor shall, immediately after registration of it as the proprietor of the relevant registered estate, provide the Security Trustee with an official copy of the register recording the same.

***Notices of Charge***

- 6.6 Each Chargor shall, promptly upon the request of the Security Trustee from time to time, give or join the Security Trustee in giving:

6.6.1 *(Form of Notice of Charge – Accounts not with the Security Trustee)* or in such other form as the Security Trustee may reasonably require to each bank or financial institution (other than the Security Trustee or any of its Affiliates) in respect of each account of that Chargor opened or maintained with it; and

6.6.2 in respect of any other asset which is charged pursuant to clause 3 *(Fixed Security)*, a notice of charge in such form as the Security Trustee may reasonably require to the relevant obligor, debtor or other third party (as the case may be).

Each such notice shall be duly signed by or on behalf of the relevant Chargor and that Chargor shall use its reasonable endeavours to procure that each of the persons on whom any such notice is served promptly provides to the Security Trustee a duly signed acknowledgement of that notice in the form set out in Part II of Schedule 4 or in such other form in any case as the Security Trustee may reasonably require.

#### ***Notices of Assignment***

6.7 Each Chargor shall, promptly upon the request of the Security Trustee at any time after the occurrence of an Enforcement Event, give or join the Security Trustee in giving a notice of assignment and charge in the form set out in Part 1 of Schedule 5 *(Form of Notice of Grant of Security- Insurance)* or in such other form as the Security Trustee may reasonably require, duly signed by or on behalf of the relevant Chargor, to all parties to the Insurances and to all or any persons as the Security Trustee shall specify and shall use its reasonable endeavours to procure that each person on whom any such notice is served promptly provides to the Security Trustee a duly signed acknowledgement of that notice in the form set out in Part 2 of Schedule 5 or in such other form as the Security Trustee may reasonably require.

#### ***Acknowledgement of Notice***

6.8 The execution of this Deed by the Chargors and the Security Trustee shall constitute notice to the Security Trustee of the charge created by this Deed over any account opened or maintained by any Chargor with the Security Trustee or any of its Affiliates.

#### ***Deposit of Documents of Title***

6.9 Each Chargor shall promptly deposit with the Security Trustee (unless already held by its solicitors on behalf of and to the Security Trustee's order or by the Security Trustee or at HM Land Registry for the purpose of registration of the security constituted by this Deed) all deeds, certificates and other documents of title from time to time relating to the Mortgaged Property.

#### ***Deposit of Securities***

6.10 Each Chargor shall, in respect of any Securities (other than those related to Dormant Subsidiaries) issued by a company incorporated in England and Wales which are in certificated form, promptly:

6.10.1 deposit with the Security Trustee or as it may direct all stock and share certificates and other documents of title or evidence of ownership from time to time relating to such Securities; and

6.10.2 execute and deliver to the Security Trustee all share transfers and other documents as the Security Trustee may from time to time request in order to enable the Security Trustee (or its nominee(s)) to be registered as the owner or otherwise obtain a legal title to or to perfect its security interest in such Securities, to the intent that the Security Trustee may at any time without notice complete and present such transfers and documents for registration.

- 6.11 Each Chargor shall, in respect of any Securities which are in uncertificated form, promptly upon being requested to do so by the Security Trustee, give or procure the giving of, in accordance with and subject to the facilities and requirements of the relevant system, all instructions necessary to effect a transfer of title to such Securities into an account in the name of the Security Trustee (or its nominee(s)) and to cause the Operator to register on the relevant register of securities the transfer of such title.
- 6.12 For the purposes of clauses 6.10 and 6.11 above, the expressions “certificated”, “instruction”, “Operator”, “relevant system” and “uncertificated” shall have the meanings given to those terms in the Uncertificated Securities Regulations 2001.

## **7. FURTHER ASSURANCE**

### ***Further Assurance***

- 7.1 Each Chargor shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Trustee or any Receiver may reasonably specify (and in such form as the Security Trustee or any Receiver may reasonably require in favour of the Security Trustee or its nominee(s)) to:
- 7.1.1 perfect the security created or intended to be created in respect of the Charged Property (which may include the execution by that Chargor of a mortgage, charge, assignment or other Security over all or any of the assets forming part of, or which are intended to form part of, the Charged Property);
  - 7.1.2 confer on the Security Trustee Security over any property and assets of that Chargor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Deed;
  - 7.1.3 facilitate the exercise of any rights, powers and remedies of the Security Trustee or any Receiver or Delegate provided by or pursuant to this Deed or by law; and/or
  - 7.1.4 facilitate the realisation of the assets which form part of, or are intended to form part of, the Charged Property.

### ***Necessary Action***

- 7.2 Each Chargor shall take all such action as is available to it and is required to be taken by the Security Trustee by notice to the Company (including making all required filings and registrations) 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 Trustee by or pursuant to this Deed.

### ***Acquisition of New Land***

- 7.3 Each Chargor shall immediately notify the Security Trustee of any acquisition by it of any freehold, commonhold or leasehold property (other than any rack rent lease) or of any agreement entered into by it or of which it has the benefit for the acquisition of any such property.

### ***Implied Covenants for Title***

- 7.4 Each of the mortgages, charges and assignments granted by each Chargor under this Deed are granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, save that the covenants set out in section 2(1)(a), section 3 and section 4 of that Act shall extend to each Chargor without, in each case, the benefit of section 6(2) of that Act and there shall be no implied covenant in respect of compliance with the terms of any lease and

no Security permitted by the Facility Agreement shall breach the terms of any such implied covenants.

## **8. UNDERTAKINGS**

### ***General***

- 8.1 The undertakings in this clause 8 remain in force from the date of this Deed for so long as any amount is outstanding under this Deed.

### ***Negative Pledge***

- 8.2 No Chargor shall create or extend or permit to arise or subsist any Security over the whole or any part of the Charged Property, other than as permitted under the Facility Agreement.

### ***Restriction on Disposals***

- 8.3 No Chargor shall enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of the whole or any part of the Charged Property, other than any disposal in the ordinary course of trading (as conducted by that Chargor at the date of this Deed) of any Charged Property which is subject only to the floating charge created by clause 5.1 (*Creation of Floating Charge*) or as expressly permitted under the Facility Agreement.

### ***Access***

- 8.4 Each Chargor shall permit the Security Trustee and any other person nominated by it free access at all reasonable times and on reasonable notice to enter upon and/or view the state and condition of the Charged Property (without, in any case, becoming liable to account as mortgagee in possession).

### ***Insurance***

- 8.5 Each Chargor shall insure and keep insured the Charged Property in accordance with the terms of the Facility Agreement.

### ***Remedying Insurance Defaults***

- 8.6 If default shall be made by any Chargor in complying with clause 8.5 above, the Security Trustee may (but shall not be obliged to) effect or renew any such insurance as is required by that clause on such terms, in such name(s) and in such amount(s) as the Security Trustee reasonably considers appropriate. All moneys expended by the Security Trustee in so doing shall be reimbursed by the relevant Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in clause 2.2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).

### ***Proceeds of Insurance***

- 8.7 All moneys received or receivable by each Chargor under any Insurances in respect of the Premises or any other Charged Property of an insurable nature shall be held on trust for the Security Trustee (as trustee for the Secured Parties) and applied (subject to the rights and claims of any person having prior rights thereto):

- 8.7.1 in replacing, restoring or reinstating the Premises or other Charged Property destroyed or damaged or otherwise in ameliorating the loss in respect of which such Insurance was put in place, or in such other manner as the Security Trustee shall have previously approved in writing; or

- 8.7.2 after the security constituted by this Deed has become enforceable and if the Security Trustee so directs, in or towards satisfaction of the Secured Debt in accordance with clause 16.1 (*Order of Application*).

***Authorisations***

- 8.8 Each Chargor shall promptly obtain, comply with and do all that is necessary to maintain in full force and effect, and, after the Security Trustee's request, supply certified copies to the Security Trustee of, any Authorisation required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this Deed.

***Compliance with Laws and Regulations***

- 8.9 Each Chargor shall comply in all respects with all laws and regulations to which it or any Charged Property may be subject, if failure so to comply would materially impair its ability to perform its obligations under this Deed.

***Voting Rights and Dividends relating to Securities***

- 8.10 At any time before the security constituted by this Deed has become enforceable:
- 8.10.1 each Chargor shall be entitled to exercise all voting and other rights and powers in respect of the Securities or, if any of the same are exercisable by the Security Trustee (or its nominee(s)), to direct in writing the exercise of those voting and other rights and powers, **provided that** no Chargor shall exercise or direct the exercise of any voting or other rights and powers in any manner which would breach the provisions of the Facility Agreement or Intercreditor Agreement, prejudice the value of the Securities or otherwise jeopardise the security constituted by this Deed; and
  - 8.10.2 each Chargor shall pay all dividends, interest and other moneys arising from the Securities in accordance with the Facility Agreement.
- 8.11 At any time after the security constituted by this Deed has become enforceable the Security Trustee may at its discretion (in the name of any Chargor or otherwise and without any further consent or authority from any Chargor):
- 8.11.1 exercise (or refrain from exercising) all voting and other rights and powers in respect of the Securities;
  - 8.11.2 apply all dividends, interest and other moneys arising from the Securities in accordance with clause 16.1 (*Order of Application*) and, if any of the same are paid or payable to any Chargor, that Chargor shall hold all such dividends, interest and other moneys on trust for the Security Trustee (as trustee for the Secured Parties) and pay the same immediately to the Security Trustee or as it may direct to be applied in accordance with clause 16.1;
  - 8.11.3 if not already so transferred, transfer the Securities into the name of, or (as applicable) into an account in the name of, the Security Trustee (or its nominee(s)); and
  - 8.11.4 in addition to any other power created under this Deed, exercise (or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Securities and, except as expressly provided for in the Deed, all the powers and discretions conferred on trustees by the Trustee Act 1925 and the Trustee Act 2000, including, without limitation, the general power of investment set out in

section 3 of the Trustee Act 2000, *provided that* the duty of care set out in section 1 (1) of the Trustee Act 2000 shall not apply to the exercise of any other power of investment (however conferred) by the Security Trustee (or its nominee(s)) in respect of securities or property subject to a trust.

***Calls and Other Obligations in respect of Securities***

- 8.12 Each Chargor shall promptly pay all calls and other payments which may be or become due in respect of all or any part of the Securities and, if it fails to do so, the Security Trustee may elect (but shall not be obliged) to make such payments on behalf of that Chargor. Any sums so paid by the Security Trustee shall be reimbursed by the relevant Chargor to the Security Trustee on demand and shall carry interest at the rate specified in clause 2.2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).
- 8.13 Each Chargor shall remain liable to observe and perform all of the other conditions and obligations assumed by it in respect of any of all or any part of the Securities.
- 8.14 Neither the Security Trustee nor its nominee(s) shall be liable to make any payment in respect of any calls or other payments which may be or become due in respect of the Securities or be under any duty to make any enquiry into the nature or sufficiency of any payment received by it in respect of the Securities or to present or file or make any claim, take any action or do any other act or thing for the purpose of collecting and/or enforcing the payment of any amount to which it may be entitled in respect of the Securities.
- 8.15 Each Chargor shall copy to the Security Trustee and comply with all requests for information which is within its knowledge and which are made under section 793 of the Companies Act 2006 or any similar provision contained in any articles of association or other constitutional documents relating to all or any part of the Securities and, if it fails to do so, the Security Trustee may elect (but shall not be obliged) to provide such information as it may have on behalf of (and at the expense of) that Chargor.
- 8.16 No Chargor shall, without the prior written consent of the Security Trustee, do or cause or permit to be done anything which shall require any company in which any of the Securities is held to treat any person who is not the registered holder of any of the Securities as entitled to enjoy or exercise any rights of a member in relation to the whole or any part of the Securities, except pursuant to the terms of this Deed.

***Book Debts and Other Debts***

- 8.17 No Chargor shall at any time deal with its book debts and other debts and monetary claims except by getting in and realising them in the ordinary and usual course of its business and paying all Debt Proceeds into the current account of that Chargor with the Security Trustee or one of its Affiliates. Each Chargor shall, pending such payment in, hold all such Debt Proceeds upon trust for the Security Trustee (as trustee for the Secured Parties).
- 8.18 Each Chargor agrees with the Security Trustee that any moneys received by the Security Trustee under clause 8.17 above which derive from rental income of that Chargor shall be received by the Security Trustee in its capacity as chargee pursuant to clause 3.2.7 (*Book debts*) and not in its capacity as mortgagee of any Mortgaged Property.

***Bank Accounts***

- 8.19 Each Chargor shall promptly deliver to the Security Trustee, on the date of this Deed and, if any change occurs thereafter, on the date of such change, details of each account maintained by it with any bank or financial institution (other than the Security Trustee or any of its Affiliates). Each

Chargor undertakes that it shall not, without the Security Trustee's prior written consent, permit or agree to any variation of the rights attaching to any such account or close any such account.

- 8.20 Each Chargor agrees with the Security Trustee that it shall not be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on any account with any bank or financial institution (other than the Security Trustee or any of its Affiliates (as such terms are defined on the date of this Deed)) except, in any case, with the prior written consent of the Security Trustee.
- 8.21 At any time after the security constituted by this Deed has become enforceable, no Chargor shall be entitled to receive, utilise, transfer or withdraw any credit balance from time to time on any account except with the prior written consent of the Security Trustee.

***Premises, Plant and Machinery***

- 8.22 Each Chargor shall at all times, to the Security Trustee's satisfaction acting reasonably, repair and keep the Premises in good and substantial repair and condition and adequately and properly painted and decorated (ordinary wear and tear excepted).
- 8.23 If default shall be made by any Chargor in complying with clause 8.22 above, the Security Trustee may (but shall not be obliged to) carry out any necessary repairs and the relevant Chargor shall permit the Security Trustee and its agents and contractors to take any of the steps referred to in clause 8.30 below for this purpose. All moneys expended by the Security Trustee in taking any such steps shall be reimbursed by the relevant Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in clause 2.2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).
- 8.24 No Chargor shall, unless required in connection with the Permitted Dealings, without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed), carry out or permit to be carried out any material demolition, rebuilding, reconstruction or structural alteration of any Premises.

***Mortgaged Property***

- 8.25 No Chargor shall, except as expressly permitted under the Facility Agreement or for Permitted Dealings or with the prior written consent of the Security Trustee:
- 8.25.1 exercise any statutory or other power of leasing or letting, or accept or agree to accept surrenders of any leases, or enter into any agreement for lease or letting, in respect of any Mortgaged Property; or
- 8.25.2 create any licence in respect of any Mortgaged Property, or let any person into occupation of, or share occupation of, any Mortgaged Property or grant any other proprietary or other right or interest in any Mortgaged Property.
- 8.26 Each Chargor shall:
- 8.26.1 observe and perform all the terms on its part contained in any lease or agreement for lease comprised within the Mortgaged Property where the failure to so observe and perform would be reasonably expected to have a material adverse effect on its business, operation or assets generally (including, but not limited to, the value of the Charged Property) or the condition (financial or otherwise) of such Chargor; and
- 8.26.2 duly and punctually perform and observe and indemnify the Security Trustee for any breach of any covenants, stipulations and obligations (restrictive or otherwise) affecting the Mortgaged Property.

8.27 No Chargor shall:

8.27.1 enter into any onerous or restrictive covenants affecting the Mortgaged Property; or

8.27.2 sever or unfix or remove any of the fixtures from any Mortgaged Property (except for the purpose of effecting necessary repairs to any such items or renewing or replacing the same in accordance with clause 8.22 above).

where in any such case such action would be reasonably expected to have a material adverse effect on its business, operation or assets generally (including, but not limited to, the value of the Charged Property) or the condition (financial or otherwise) of such Chargor.

8.28 Each Chargor shall punctually pay or cause to be paid (except when contested on reasonable grounds) and shall indemnify the Security Trustee and any Receiver or Delegate on demand against all present and future rents, rates, Taxes, assessments and outgoings of whatsoever nature imposed upon or payable in respect of its Mortgaged Property or by the owner or occupier of its Mortgaged Property upon the same becoming due and payable or within any applicable grace period. If any of the foregoing shall be paid by the Security Trustee or any Receiver or Delegate they shall be reimbursed by the relevant Chargor to the Security Trustee or such Receiver or Delegate on demand and shall carry interest at the rate specified in clause 2.2 (*Interest*) from the date of payment by the Security Trustee or such Receiver or Delegate until reimbursed (after as well as before any judgment).

8.29 No Chargor shall, without the prior written consent of the Security Trustee:

8.29.1 make or, insofar as it is able, permit others to make any application for planning permission in respect of any Mortgaged Property;

8.29.2 carry out or permit to be carried out on any Mortgaged Property any development (within the meaning of that expression in the Planning Acts); or

8.29.3 make any VAT election in relation to any Mortgaged Property,

where in any such case such action would be reasonably expected to have a material adverse effect on its business, operation or assets generally (including, but not limited to, the value of the Charged Property) or the condition (financial or otherwise) of such Chargor.

***Remedying Mortgaged Property Defaults***

8.30 In case of any default which is outstanding by any Chargor in performing or complying with any covenant, undertaking, restriction, applicable law or regulations affecting the Mortgaged Property, the relevant Chargor shall permit the Security Trustee and its agents and contractors to:

8.30.1 enter on the Mortgaged Property;

8.30.2 comply with or object to any notice served on that Chargor in respect of the Mortgaged Property; and

8.30.3 take any action as the Security Trustee may reasonably consider necessary or desirable to prevent or remedy any breach of any such covenant, undertaking, restriction, applicable law or regulations or to comply with or object to any such notice.

8.31 All moneys expended by the Security Trustee in taking any steps referred to in clause 8.30 above shall be reimbursed by the relevant Chargor to the Security Trustee on demand and until so reimbursed shall carry interest at the rate specified in clause 2.2 (*Interest*) from the date of payment by the Security Trustee until reimbursed (after as well as before any judgment).



### *Information*

- 8.32 Each Chargor shall promptly supply to the Security Trustee such information as the Security Trustee may reasonably require about the Charged Property and its compliance with the terms of this Deed.

### *Notices relating to Mortgaged Property*

- 8.33 Each Chargor shall, within 14 days after the receipt by it of any material application, requirement, order or notice served or given by any public or local or any other authority with respect to the whole or any part of the Mortgaged Property:

- 8.33.1 deliver a copy to the Security Trustee;
- 8.33.2 inform the Security Trustee of the steps taken or proposed to be taken by it to comply with the relevant application, requirement, order or notice; and
- 8.33.3 comply with any reasonable request by the Security Trustee to take such action as the Security Trustee may believe necessary to preserve or protect the Mortgaged Property or the security constituted or intended to be constituted by this Deed.

### *Not Jeopardise Security*

- 8.34 No Chargor shall do or cause or permit to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the value to the Security Trustee of the security constituted or intended to be constituted by this Deed, except to the extent expressly permitted by the terms of this Deed.

## **9. ENFORCEMENT OF SECURITY**

### *When Security becomes Enforceable*

- 9.1 The security constituted by this Deed shall become immediately enforceable and the power of sale and other powers conferred by section 101 of the LPA, as varied or extended by this Deed, shall be immediately exercisable upon and at any time after the occurrence of an Enforcement Event.
- 9.2 After the security constituted by this Deed has become enforceable, the Security Trustee may in its absolute discretion enforce all or any part of that security at the times, in the manner and on the terms it thinks fit and take possession of and hold or dispose of all or any part of the Charged Property.

### *Right of Appropriation*

- 9.3 To the extent that any of the Charged Property constitutes “**financial collateral**” and this Deed and the obligations of any Chargor under this Deed constitute a “**security financial collateral arrangement**” (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No. 2) Regulations 2003 (the “**FCA Regulations**”)), the Security Trustee shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any part of such financial collateral in or towards discharge of the Secured Debt. For this purpose, the parties agree that the value of such financial collateral shall be (in the case of cash) the amount standing to the credit of each bank account of the relevant Chargor, together with any accrued but unpaid interest, at the time the right of appropriation is exercised and (in the case of Securities) the market price of such Securities determined by the Security Trustee by reference to a public index or by such other process as the Security Trustee may select, including independent valuation. In each case, the parties agree that the manner of valuation provided for

in this clause 9.3 shall constitute a commercially reasonable manner of valuation for the purposes of the FCA Regulations.

***Redemption of Prior Mortgages***

9.4 At any time after the security constituted by this Deed has become enforceable, the Security Trustee or any Receiver may:

9.4.1 redeem any prior Security over any Charged Property; or

9.4.2 procure the transfer of that Security to the Security Trustee; or

9.4.3 settle and pass the accounts of the person or persons entitled to such Security (and any accounts so settled and passed shall be conclusive and binding on the relevant Chargor).

9.5 All principal moneys, interest, costs, charges and expenses of and incidental to any such redemption or transfer shall be paid by the relevant Chargor to the Security Trustee and every Receiver on demand and shall be secured by this Deed.

**10. EXTENSION AND VARIATION OF THE LPA**

***General***

10.1 For the purposes of all powers implied by the LPA, such powers shall arise (and the Secured Debt shall be deemed to have become due and payable for that purpose) on the date of this Deed but shall only be exercisable after the security constituted by this Deed has become enforceable.

10.2 Section 103 of the LPA (restricting the power of sale) and section 93 of the LPA (restricting the right of consolidation) shall not apply to the security constituted by this Deed.

10.3 The statutory powers of leasing conferred on the Security Trustee are extended so as to authorise the Security Trustee and any Receiver at any time after the security constituted by this Deed has become enforceable to make any lease or agreement for lease, accept surrenders of leases and/or grant options on such terms as it or he shall think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the LPA.

***Privileges***

10.4 Each Receiver and the Security Trustee is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.

**11. APPOINTMENT OF RECEIVER AND ADMINISTRATOR**

***Appointment***

11.1 At any time after the security constituted by this Deed has become enforceable or if any Chargor so requests the Security Trustee in writing, in each such case, the security constituted by this Deed shall become immediately enforceable), the Security Trustee may without prior notice to any Chargor:

11.1.1 appoint free from the restrictions imposed by section 109(1) of the LPA either under seal or in writing under its hand any one or more persons to be a Receiver of the whole or any part or parts of the Charged Property in like manner in every respect as if the Security Trustee had become entitled under the LPA to exercise the power of sale conferred under the LPA; or

11.1.2 appoint one or more persons to be an administrator of any one or more of the Chargors.

### ***Removal***

- 11.2 The Security Trustee may by writing under its hand (or by an application to the court where required by law):

11.2.1 remove any Receiver appointed by it; and

11.2.2 appoint, whenever it deems it expedient, any one or more persons to be a new Receiver in the place of or in addition to any Receiver.

### ***Statutory Powers of Appointment***

- 11.3 The powers of appointment of a Receiver conferred by this Deed shall be in addition to all statutory and other powers of appointment of the Security Trustee under the LPA (as extended by this Deed) or otherwise and such powers shall be and remain exercisable from time to time by the Security Trustee in respect of any part or parts of the Charged Property.

### ***Capacity of Receiver***

- 11.4 Each Receiver shall be deemed to be the agent of the relevant Chargor for all purposes. Each Chargor alone shall be responsible for a Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by him.
- 11.5 The agency of each Receiver shall continue until the relevant Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Security Trustee.
- 11.6 If there is more than one Receiver holding office at the same time, each Receiver shall (unless the document appointing him states otherwise) be entitled to act (and to exercise all of the powers conferred on a Receiver under this Deed) individually or together with any other person appointed or substituted as Receiver.

### ***Remuneration of Receiver***

- 11.7 The Security Trustee may fix the remuneration of any Receiver appointed by it without any restriction imposed by section 109(6) of the LPA 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 Security Trustee.

## **12. POWERS OF RECEIVER**

### ***General***

- 12.1 Each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out below in this clause 12 in addition to those conferred by law.
- 12.2 Without prejudice to the generality of this clause 12, each Receiver shall have all the rights, powers and discretions of an administrative receiver under schedule 1 to the Insolvency Act 1986 whether he falls within the statutory definition of an administrative receiver or not.

### ***Specific Powers***

- 12.3 Each Receiver shall have the following powers (and every reference in this clause 12.3 to the "Charged Property" shall be read as a reference to that part or parts of the Charged Property in respect of which that Receiver was appointed):
- 12.3.1 power to purchase or acquire land and purchase, acquire or grant any interest in or right over land as he thinks fit;
- 12.3.2 power to take immediate possession of, get in and collect any Charged Property;

- 12.3.3 power to carry on the business of any Chargor as he thinks fit;
- 12.3.4 power (but without any obligation to do so) to:
- (a) make and effect all repairs, alterations, additions and insurances and do all other acts which any Chargor might do in the ordinary conduct of its business as well for the protection as for the improvement of the Charged Property;
  - (b) commence or complete any building operations on the Charged Property;
  - (c) apply for and maintain any planning permission, building regulation approval or any other permission, consent or licence in respect of the Charged Property; and
  - (d) negotiate for compensation with any authority which may intend to acquire or be in the process of acquiring all or any part of the Charged Property and make objections to any order for the acquisition of all or any part of the Charged Property and represent any Chargor at any enquiry to be held to consider such objections or otherwise relating to any such acquisition,

in each case as he thinks fit;

- 12.3.5 power to appoint and discharge managers, officers, agents, advisers, accountants, servants, workmen, contractors, surveyors, architects, lawyers and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit and power to discharge any such persons appointed by any Chargor (and the costs incurred by any Receiver in carrying out such acts or doing such things shall be reimbursed to that Receiver by the relevant Chargor on demand and until so reimbursed shall carry interest at the rate specified in clause 2.2 (*Interest*) from the date of payment by the Receiver until reimbursed (after as well as before any judgment));
- 12.3.6 power to raise and borrow money either unsecured or (with the prior consent of the Security Trustee) on the security of any Charged Property either in priority to the security constituted by this Deed or otherwise and generally on any terms and for whatever purpose he thinks fit;
- 12.3.7 power to sell, exchange, convert into money and realise any Charged Property by public auction or private contract and generally in any manner and on any terms as he thinks fit;
- 12.3.8 power to sever and sell separately any fixtures from the property containing them without the consent of any Chargor;
- 12.3.9 power to let any Charged Property for any term and at any rent (with or without a premium) as he thinks fit and power to accept a surrender of any lease or tenancy of any Charged Property on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender);
- 12.3.10 power to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any Chargor or relating in any way to any Charged Property;
- 12.3.11 power to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any Charged Property or in relation to any Chargor which may seem to him to be expedient;

- 12.3.12 power to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising any Charged Property;
- 12.3.13 power to form a subsidiary of any Chargor and transfer to that subsidiary any Charged Property;
- 12.3.14 power to do all such acts as may seem to him to be necessary or desirable in order to initiate or continue any development of any Charged Property and for these purposes to appoint and to enter into such contracts with such building and engineering contractors or other contractors and professional advisers as he may think fit;
- 12.3.15 power to call any meeting of the members or directors of any Chargor in order to consider such resolutions or other business as he thinks fit;
- 12.3.16 power to exercise in relation to any Charged Property all the powers and rights which he would be capable of exercising if he were the absolute beneficial owner of the same;
- 12.3.17 power to do all other acts and things which he may consider desirable or necessary for realising any Charged Property or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed; and
- 12.3.18 power to exercise any of the above powers in the name of or on behalf of the relevant Chargor or in his own name and, in each case, at the cost of that Chargor.

***Security Trustee's Powers***

- 12.4 To the fullest extent permitted by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) upon a Receiver may after the security constituted by this Deed has become enforceable be exercised by the Security Trustee in relation to any Charged Property, irrespective of whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

**13. DISCRETIONS AND DELEGATION**

***Discretion***

- 13.1 Any liberty or power which may be exercised or any determination which may be made under this Deed by the Security Trustee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

***Delegation***

- 13.2 Each of the Security Trustee and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney).
- 13.3 Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee or any Receiver (as the case may be) shall think fit.
- 13.4 Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to any Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

## **14. POWER OF ATTORNEY**

### ***Appointment and Powers***

- 14.1 Each Chargor, by way of security, irrevocably appoints the Security Trustee, every Receiver and every Delegate from the date that an Event of Default occurs severally and independently to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the attorney may consider to be required or desirable for:
- 14.1.1 carrying out any obligation imposed on any Chargor by this Deed; and/or
  - 14.1.2 enabling the Security Trustee or any Receiver or Delegate to exercise, or delegate the exercise of, any of the rights, powers, authorities and discretions conferred on it or him by or pursuant to this Deed or by law (including the exercise of any right of an absolute legal or beneficial owner of the Charged Property).

### ***Ratification***

- 14.2 Each Chargor shall ratify and confirm whatever any attorney does or purports to do pursuant to its appointment under clause 14.1 (*Appointment and Powers*).

## **15. PROTECTION OF PURCHASERS**

### ***Consideration***

- 15.1 The receipt of the Security Trustee or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property (including a disposal by a Receiver or Delegate to any subsidiary of any Chargor) or in making any acquisition in the exercise of their respective powers, the Security Trustee, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

### ***Protection of Third Parties***

- 15.2 No person (including a purchaser) dealing with the Security Trustee, any Receiver or any Delegate shall be bound to enquire:
- 15.2.1 whether the Secured Debt have become payable; or
  - 15.2.2 whether any power which the Security Trustee or any Receiver or Delegate is purporting to exercise has arisen or become exercisable; or
  - 15.2.3 whether any money remains due under the Finance Documents; or
  - 15.2.4 how any money paid to the Security Trustee or to any Receiver or Delegate is to be applied,
- or shall be concerned with any propriety, regularity or purpose on the part of the Security Trustee or any Receiver or Delegate in such dealings or in the exercise of any such power.

## **16. APPLICATION OF PROCEEDS**

### ***Order of Application***

- 16.1 All moneys received or recovered by the Security Trustee, any Receiver or any Delegate pursuant to this Deed, after the security constituted by this Deed has become enforceable, shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the LPA) be applied in the following order (but without prejudice to the right of the Security Trustee to recover any shortfall from any Chargor):

- 16.1.1 in or towards payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights and powers, including his remuneration, and all outgoings paid by him;
  - 16.1.2 in or towards payment of all other Expenses;
  - 16.1.3 in or towards payment of all other Secured Debt or such part of them as is then due and payable to the Secured Parties in accordance with the order of application set out in clause 4 (Order of Application) of the Intercreditor Agreement; and
  - 16.1.4 in payment of the surplus (if any) to any Chargor or other person entitled to it.
- 16.2 Clause 16.1 (*Order of Application*) will override any appropriation made by any Chargor.

***New Accounts***

- 16.3 If the Security Trustee (acting in its capacity as trustee for the Secured Parties or otherwise) or any other Finance Party at any time receives, or is deemed to have received, notice of any subsequent Security or other interest affecting any Charged Property which has been granted in breach of the Facility Agreement, the Security Trustee and/or any other relevant Finance Party may open a new account with any Chargor.
- 16.4 If the Security Trustee and/or any other Finance Party does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received, or was deemed to have received, such notice. As from that time all payments made by or on behalf of the relevant Chargor to the Security Trustee (whether in its capacity as trustee for the Finance Parties or otherwise) and/or any other Finance Party shall be credited or be treated as having been credited to the new account of that Chargor and not as having been applied in reduction of the Secured Debt.

***Currency Conversion***

- 16.5 For the purpose of or pending the discharge of any of the Secured Debt, the Security Trustee and each other Finance Party may (in its absolute discretion) convert any moneys received or recovered by it or any Receiver or Delegate pursuant to this Deed or any moneys subject to application by it or any Receiver or Delegate pursuant to this Deed from one currency to another and any such conversion shall be made at the Security Trustee's (or that Finance Party's) spot rate of exchange for the time being for obtaining such other currency with the first currency and the Secured Debt shall be discharged only to the extent of the net proceeds of such conversion realised by the Security Trustee or that Finance Party. Nothing in this Deed shall require the Security Trustee to make, or shall impose any duty of care on the Security Trustee or any other Finance Party in respect of, any such currency conversion.

**17. NO LIABILITY AS MORTGAGEE IN POSSESSION**

- 17.1 Neither the Security Trustee nor any Receiver or Delegate shall in any circumstances (either by reason of entering into or taking possession of any Charged Property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to any Chargor for anything, except actual receipts, or be liable to any Chargor for any costs, charges, losses, liabilities or expenses arising from the realisation of any Charged Property or from any act, default or omission of the Security Trustee, any Receiver, any Delegate or any of their respective officers, agents or employees in relation to the Charged Property or from any exercise or purported exercise or non-exercise by the Security Trustee or any Receiver or Delegate of any power, authority or discretion provided by or pursuant to this Deed or by law or for any other loss of any nature whatsoever in connection with the Charged Property or the Finance Documents.

**18. SET-OFF**

- 18.1 Without limiting any other rights conferred on the Security Trustee and/or any other Finance Party by law or by any other agreements entered into with any Chargor, the Security Trustee and each other Finance Party may (but shall not be obliged to) set off any matured obligation due from any Chargor under this Deed (to the extent beneficially owned by the Security Trustee or, as the case may be, that Finance Party) against any obligation (whether matured or not) owed by the Security Trustee or, as the case may be, that Finance Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Security Trustee or, as the case may be, that Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. If the obligation owed by the Security Trustee and/or any other Finance Party is unliquidated or unascertained, the Security Trustee or, as the case may be, that Finance Party may set off in an amount estimated by it in good faith to be the amount of that obligation.

**19. DECLARATION OF TRUST**

- 19.1 The Security Trustee hereby declares itself trustee of the security and other rights (including, but not limited to, the benefit of the covenants contained in this Deed), titles and interests constituted by this Deed and of all moneys, property and assets paid to the Security Trustee or to its order or held by the Security Trustee or its nominee(s) or received or recovered by the Security Trustee or its nominee(s) pursuant to or in connection with this Deed with effect from the date of this Deed to hold the same on trust for itself and each of the other Finance Parties absolutely *pro rata* (save as may otherwise be agreed between the Security Trustee and the other Finance Parties from time to time) to the moneys, obligations and liabilities of each Chargor owed to all the Finance Parties (including the Security Trustee) from time to time secured by this Deed.
- 19.2 All moneys, property and other assets received by the Security Trustee or any Receiver or Delegate shall be held by it or him upon trust for the Security Trustee and the other Finance Parties according to their respective interests to apply the same in the order specified in clause 16.1 (*Order of Application*).
- 19.3 The trusts in this Deed shall remain in force until whichever is the earlier of:
- 19.3.1 the expiration of a period of 125 years from the date of this Deed; or
- 19.3.2 receipt by the Security Trustee of confirmation in writing from all of the Finance Parties that the Secured Debt are no longer outstanding.

**20. EFFECTIVENESS OF SECURITY**

***Continuing Security***

- 20.1 The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Debt, unless and until discharged by the Security Trustee, and will extend to the ultimate balance of all the Secured Debt, regardless of any intermediate payment or discharge in whole or in part.

***Cumulative Rights***

- 20.2 The security constituted by this Deed and all rights, powers and remedies of the Security Trustee provided by or pursuant to this Deed or by law shall be cumulative and in addition to, and independent of, any other guarantee or Security now or subsequently held by the Security Trustee or any other Finance Party for the Secured Debt or any other obligations or any rights, powers



and remedies provided by law. No prior Security held by the Security Trustee (whether in its capacity as trustee or otherwise) or any of the other Finance Parties over the whole or any part of the Charged Property shall be superseded by, or supersede or merge into, the security constituted by this Deed.

***Reinstatement***

- 20.3 If any discharge, release or arrangement (whether in respect of the obligations of an Obligor or any Security for those obligations or otherwise) is made by the Security Trustee or any other Finance Party in whole or in part on the faith of any payment, Security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under, the security constituted by this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- 20.4 The Security Trustee may concede or compromise any claim that any payment or any discharge is liable to avoidance or restoration.

***No Security held by Chargors***

- 20.5 No Chargor shall take or receive any Security from an Obligor or any other person in connection with its liability under this Deed. However, if any such Security is so taken or received by any Chargor:
- 20.5.1 it shall be held by that Chargor on trust for the Security Trustee (as trustee for the Finance Parties), together with all moneys at any time received or held in respect of such Security, for application in or towards payment and discharge of the Secured Debt; and
- 20.5.2 on demand by the Security Trustee, the relevant Chargor shall promptly transfer, assign or pay to the Security Trustee all Security and all moneys from time to time held on trust by it under this clause 20.5.

**21. PAYMENTS**

***Manner of Payments***

- 21.1 Each Chargor shall make all payments required to be made by it under this Deed available to the Security Trustee (unless a contrary indication appears in this Deed) for value on the due date at the time and in such funds specified by the Security Trustee as being customary at the time for settlement of transactions in the relevant currency in the place of payment. Payment shall be made in the currency in which the relevant indebtedness is denominated or, if different, is expressed to be payable and to such account in the principal financial centre of the country of that currency with such bank as the Security Trustee specifies.

***No Set-off by Chargors***

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

**22. EXPENSES, STAMP TAXES AND INDEMNITIES**

***Expenses***

- 22.1 Each Chargor shall promptly on demand pay to the Security Trustee and each Receiver or Delegate the amount of all costs and expenses (including legal fees) reasonably incurred by any of them in connection with the negotiation, preparation, printing, execution and perfection of this

Deed and any other documents referred to in this Deed and in responding to, evaluating, negotiating or complying with any request for an amendment, waiver or consent made by that Chargor in relation to this Deed.

- 22.2 Each Chargor shall, within three business days of demand, pay to the Security Trustee and each Receiver or Delegate the amount of all costs and expenses (including legal fees) incurred by any of them in connection with the enforcement of, or the defence, protection and/or preservation of, any rights, remedies and powers under this Deed or the security constituted, or intended to be constituted, by this Deed and any proceedings instituted by or against the Security Trustee as a consequence of taking or holding the security constituted, or intended to be constituted, by this Deed or enforcing any such rights, powers and remedies.

***Stamp Taxes***

- 22.3 Each Chargor shall pay, and shall promptly on demand indemnify the Security Trustee and every Receiver or Delegate against any cost, loss or liability any of them incurs in relation to, all stamp duty, registration and similar Taxes payable in connection with the entry into, performance or enforcement, of this Deed, the security constituted by this Deed or any judgment given in connection with this Deed.

***General Indemnity***

- 22.4 Each Chargor shall, notwithstanding the release or discharge of all or any part of the security constituted by this Deed, promptly indemnify the Security Trustee and every Receiver and Delegate against any cost, loss, liability or damage incurred by any of them as a result of:
- 22.4.1 any default or delay by that Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed (including, without limitation, any arising from any actual or alleged breach by any person of any Environmental Law or Environmental Permits);
  - 22.4.2 the taking, holding, protection or enforcement of the security constituted by this Deed; and
  - 22.4.3 the exercise of any of the rights, powers, discretions and remedies vested in the Security Trustee and each Receiver and Delegate by this Deed or by law in respect of the Charged Property.

***Currency Indemnity***

- 22.5 If any sum owing by any Chargor under this Deed (a “**Sum**”), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the “**First Currency**”) in which that Sum is payable into another currency (the “**Second Currency**”) for the purpose of:
- 22.5.1 making or filing a claim or proof against that Chargor;
  - 22.5.2 obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings, or
  - 22.5.3 applying the Sum in satisfaction of any of the Secured Debt,
- the relevant Chargor shall as an independent obligation, within three Business Days of demand, indemnify the Security Trustee and each Receiver or Delegate to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between:

- 22.5.4 the rate of exchange used to convert that Sum from the First Currency into the Second Currency; and
- 22.5.5 the rate or rates of exchange available to that person at the time of its receipt of any amount paid to it in satisfaction, in whole or in part, of such claim, proof, order, judgment or award.
- 22.6 Each Chargor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency or currency unit other than that in which it is denominated or, if different, is expressed to be payable.

***Value Added Tax***

- 22.7 Any cost or expense referred to in this clause 22 is exclusive of any VAT that might be chargeable in connection with that cost or expense. If any VAT is so chargeable, it shall be paid by the relevant Chargor at the same time as it pays the relevant cost or expense.

**23. CERTIFICATES AND DETERMINATIONS**

Any certificate or determination by the Security Trustee of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

**24. PARTIAL INVALIDITY**

- 24.1 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired and, if any part of the security constituted, or intended to be constituted, by this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the security.

**25. REMEDIES AND WAIVERS**

- 25.1 No failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any right, remedy or power under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right, remedy or power prevent any further or other exercise or the exercise of any other right, remedy or power. The rights, remedies and powers provided in this Deed are cumulative and not exclusive of any rights, remedies or powers provided by law.
- 25.2 Any amendment, waiver or consent by the Security Trustee under this Deed must be in writing and may be given subject to any conditions thought fit by the Security Trustee. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

**26. NOTICES**

***Communications in writing***

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

***Addresses***

- 26.2 The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Chargor and the Security Trustee for any communication or document to be made or delivered under or in connection with this Deed is:

26.2.1 in the case of any Chargor, that identified with its name in Schedule 1 (*The Chargors*); and

26.2.2 in the case of the Security Trustee, that identified with its signature below, or any substitute address, fax number or department or officer as any Chargor may notify to the Security Trustee (or the Security Trustee may notify to the Chargors, if a change is made by the Security Trustee) by not less than five Business Days' notice.

***Delivery***

26.3 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective:

26.3.1 if by way of fax, when received in legible form; or

26.3.2 if by way of letter, when it has been left at the relevant address or five business days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 26.2 (*Addresses*), if addressed to that department or officer.

26.4 Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by it and then only if it is expressly marked for the attention of the department or officer identified with the Security Trustee's signature below (or any substitute department or officer as it shall specify for this purpose).

26.5 Any communication or document made or delivered to the Company in accordance with this clause 26 will be deemed to have been made or delivered to each of the Chargors.

**27. COUNTERPARTS**

27.1 This Deed may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

**28. ASSIGNMENT**

28.1 The Security Trustee may assign, charge or transfer all or any of its rights under this Deed in accordance with the terms of the Facility Agreement and the Intercreditor Agreement. The Security Trustee may disclose any information about any Chargor and this Deed as the Security Trustee shall consider appropriate to any actual or proposed direct or indirect successor or to any person to whom information is required to be disclosed by any applicable law or regulation.

**29. RELEASES**

29.1 Upon the expiry of the Liability Period (but not otherwise, save in the case of a disposal of an asset permitted by the Facility Agreement) and subject to clauses 20.3 and 20.4 (*Reinstatement*), the Security Trustee shall, at the request and cost of the relevant Chargor, take whatever action is necessary to release the Charged Property of that Chargor from the security constituted by this Deed.

**30. GOVERNING LAW**

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

**IN WITNESS** of which this Deed has been entered into as a deed and is intended to be and is delivered on the day and year first before written.

**SCHEDULE 1  
THE CHARGORS**

<b>Name</b>	<b>Company Number</b>	<b>Registered Office</b>	<b>Address for Notices</b>	<b>Fax Number</b>	<b>FAO:</b>
Carpetright plc	02294875	Purfleet Bypass, Purfleet, Essex, RM19 1TT	Purfleet Bypass, Purfleet, Essex, RM19 1TT	01708 802005	Company secretary
Melford Commercial Properties Ltd	01499761	Purfleet By Pass, Purfleet, Essex, , RM19 1TT	Purfleet Bypass, Purfleet, Essex, RM19 1TT	01708 802005	Company secretary
Carpetright (Torquay) Limited	06338850	Purfleet By Pass, Purfleet, Essex, RM19 1TT	Purfleet Bypass, Purfleet, Essex, RM19 1TT	01708 802005	Company secretary
Carpetright of London Limited	02774697	Purfleet Bypass, Purfleet, Essex, RM19 1TT	Purfleet Bypass, Purfleet, Essex, RM19 1TT	01708 802005	Company secretary

**SCHEDULE 2**  
**REAL PROPERTY**

**Part 1**

**Registered Land**

**(Freehold, commonhold or leasehold property (if any) in England and Wales of which the relevant  
Chargor is registered as the proprietor at the Land Registry)**

<b>Name of Chargor</b>	<b>Premises at:</b>	<b>Registered at HM Land Registry under Title No:</b>
Carpetright plc	Belfield Road, High Wycombe HP13 5HN	BM213374
Carpetright plc	Units 1/2 Mariners Way, Preston	LA719477
Carpetright plc	Land and Buildings on the South West Side of Caroline Street Wigan WN3 4EL	GM173947
Carpetright plc	13 Market Street, Denton, Manchester (M34 2AW)	GM249439
Carpetright plc	18/28 Stockport Road, Denton M34 6DB	GM129364 LA137344
Carpetright plc	21/22 New Park Street, Devizes, Wiltshire, SN10 1DY	WT206928
Carpetright plc	Unit 1, Chailey Estate, High Road, West Drayton	NGL166411
Carpetright plc	Walworth Road, 15-21 Camberwell Road, London SE5 0EX	SGL383440
Carpetright plc	1 Pelham Terrace, Brighton, BN2 4AF	ESX270335
Carpetright plc	Bath Road, Chippenham, SN14 0AT	WT247392
Carpetright plc	1&2 Aldams Road, Dewsbury, West Yorkshire, WF12 8AR	WYK799423 WYK793845
Carpetright plc	Wirral Park, Glastonbury, BA6 9XE	WS38841
Carpetright plc	Maeglas Industrial Estate, Newport, NP9 2NN	WA793652
Carpetright plc	Newfoundland Way, Newton Abbot, TQ12 1NG	DN536761
Melford Commercial Properties Ltd	Unit 2, Sandy Lane, Worksop, 280 1TJ	NT391629

Melford Commercial Properties Ltd	Land at Macclesfield Road, Hazel Grove, Stockport	GM220630
Melford Commercial Properties Lt	Land at East Side of North Phoebe Road, Salford	GM428830
Melford Commercial Properties Ltd	Land on the South Side of Etruria Road, Hanley	SF243934
Carpetright (Torquay) Limited	Riviera Way, Torquay	DN420834 DN409032



**SCHEDULE 3  
SECURITIES**

**Part 1  
Shares**

<b>Name of Chargor</b>	<b>Details of company in which shares are held</b>	<b>Number of shares</b>	<b>Description of shares (class, par value etc)</b>	<b>Registered holder</b>
Carpetright plc	Melford Commercial Properties Ltd	1000000	Ordinary shares with an aggregate nominal value of £1,000,000	Carpetright plc
Carpetright plc	Carpetright (Torquay) Limited	2	Ordinary shares with an aggregate nominal value of £2	Carpetright plc
Carpetright plc	Carpetright of London Limited	6043154	Ordinary shares with an aggregate nominal value of £6,043,154	Carpetright plc
Carpetright plc	Storey Carpets Limited	918250	Ordinary shares with an aggregate nominal value of £45,912.50	Carpetright plc
Carpetright plc	Sleepright (UK) Limited	350,266	Ordinary shares with an aggregate nominal value of £350,266	Carpetright plc
Carpetright plc	Mays Holdings Limited	505000	Ordinary shares with an aggregate nominal value of £5,050	Carpetright plc
Melford Commercial Properties Ltd	Carpetworld Manchester Limited	300000	Ordinary shares with an aggregate	Melford Commercial Properties Ltd

			nominal value of £300,000	
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**SCHEDULE 4**  
**FORM OF NOTICE OF CHARGE – ACCOUNTS NOT WITH THE SECURITY TRUSTEE**

**Part I**  
**Form of Notice**

To: [Name of relevant bank or financial institution]

Address: [ ]

[Date]

Dear Sirs

The Royal Bank of Scotland plc (as Security Trustee for the Secured Parties) (the “**Security Trustee**”) and [insert name of relevant Chargor] (the “**Company**”) HEREBY GIVE NOTICE that by [[enter details of any existing Transaction Security which created security over bank accounts] (the “**Existing Security**”) and] a charge contained in a mortgage debenture dated [•] and made between, inter alios, the Company and the Security Trustee (the “**Debenture**”) the Company charged to the Security Trustee by way of first fixed charge all of its present and future right, title and interest in and to all moneys from time to time deposited in or standing to the credit of any bank account with any bank or financial institution, including the following account(s) (each a “**Relevant Account**”) maintained with you:

[Specify accounts: account name, account number, details of branch etc].

Accordingly, the Company hereby irrevocably and unconditionally instructs and authorises you:

- (a) to act in accordance with the terms of any notice sent to you by the Company in relation to the Existing Security;
- (b) to disclose to the Security Trustee, without any reference to or further authority from the Company and without any enquiry by you as to the justification for such disclosure, such information relating to any of the Relevant Accounts and the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts as the Security Trustee may at any time and from time to time request you to disclose to it;
- (c) not, after the Security Trustee has notified you that an Enforcement Event has occurred, to permit any withdrawal by the Company of all or any part of the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts without the prior written consent of the Security Trustee ;
- (d) to, after the Security Trustee has notified you that an Enforcement Event has occurred, hold all moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts to the order of the Security Trustee and to pay or release all or any part of such moneys in accordance with the written instructions of the Security Trustee at any time and from time to time; and
- (e) to, after the Security Trustee has notified you that an Enforcement Event has occurred, comply with the terms of any other written notice or instructions that you receive at any time and from time to time from the Security Trustee in any way relating to the Debenture, any of the Relevant Accounts or the moneys from time to time deposited in or standing to the credit of any of the Relevant Accounts without any reference to or further authority from the Company and without any enquiry by you as to the justification for or validity of such notice or instructions.

The Company confirms that:

- (i) in the event of any conflict between communications received from it and from the Security Trustee, the communication from the Security Trustee shall prevail;

- (ii) none of the instructions, authorisations or confirmations in this Notice of Charge (the “**Notice**”) can be revoked or varied in any way except with the Security Trustee’s specific written consent; and
- (iii) any written notice or instructions given to you by the Security Trustee in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at The Royal Bank of Scotland plc, 1 Spinningfields Square, Manchester M3 3AP for the attention of Stewart Jones, Syndicated Loans Agency .This Notice and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

for and on behalf of

*[insert name of relevant Chargor]*

for and on behalf of

The Royal Bank of Scotland plc (as Security Trustee)

**Part II**  
**Form of Acknowledgement**

*[on duplicate]*

To: The Royal Bank of Scotland plc (as Security Trustee)

Address: 1 Spinningfields Square, Manchester M3 3AP

Attention: Stewart Jones, Syndicated Loans Agency

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Charge of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We agree to and confirm the following:

- (a) we accept and will comply with the terms of the Notice;
- (b) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over or affecting any of the Relevant Accounts *[other than a notice from the Company in relation to the Existing Security]*;
- (c) we have not claimed or exercised and will not claim or exercise (except with the Security Trustee's prior written consent) any security interest, right of set-off, consolidation or counterclaim or any other right against or in respect of any of the Relevant Accounts, except in respect of our usual administrative and transactional fees and charges in relation to the Relevant Account in question; and
- (d) after the Security Trustee has notified you that an Enforcement Event has occurred, we shall not permit the Company to make any withdrawal from any of the Relevant Accounts without the prior written consent of the Security Trustee.

Yours faithfully

.....

for and on behalf of

*[name of relevant bank or financial institution]*

**SCHEDULE 5**  
**FORM OF NOTICE OF GRANT OF SECURITY - INSURANCE**

**Part 1 – Form of Notice**

To: [Name of relevant insurer]

Address: [ ] [Date]

Dear Sirs

The Royal Bank of Scotland plc (as Security Trustee for the Secured Parties) (the “**Security Trustee**”) and [insert name of relevant Chargor] (the “**Company**”) HEREBY GIVE NOTICE that by an assignment and a charge contained in a mortgage debenture dated [●] and made between, inter alios, the Company and the Security Trustee (the “**Debenture**”), the Company assigned absolutely to the Security Trustee by way of security and charged to the Security Trustee all of its present and future right, title and interest in and to the following insurance policy:

[describe Insurance]

(the “**Agreement**”) including, but not limited to:

- a) The right to receive all moneys payable to or for the benefit of the Company under or in connection with the Agreement;
- (a) the right to make demands under, or compel or require performance of, the Agreement or otherwise exercise all rights, remedies and discretions arising under or in connection with the Agreement or available at law or in equity in relation to the Agreement; and
- (b) all other rights, interests and benefits whatsoever accruing to or for the benefit of the Company arising under or in connection with the Agreement.

All moneys payable by you to the Company pursuant to the Agreement shall be paid to the Company’s account (account number [insert account number], sort code [insert sort code] and account reference “[insert account name]”) with the Security Trustee unless and until you receive notice from the Security Trustee to the contrary, in which event you should make all future payments as directed by the Security Trustee.

Notwithstanding the assignment referred to above or the making of any payment by you to the Security Trustee pursuant to it, the Company shall remain liable under the Agreement to observe and perform all of the obligations assumed by it under or in connection with the Agreement and the Security Trustee shall not at any time have or incur any obligation or liability to you under or in connection with the Agreement by reason of that assignment. The Company shall also remain entitled to exercise all its rights, powers and discretions under or in connection with the Agreement and you should continue to give notices under the Agreement to the Company, in each case, unless and until you receive notice from the Security Trustee to the contrary when all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Security Trustee or as it directs.

Please note that, pursuant to the Debenture, the Company and the Security Trustee have agreed that the Company will not, without the prior written consent of the Security Trustee or except as expressly permitted by the terms of the Debenture:

- (i) amend, vary, supplement, substitute, replace or novate the Agreement;

- (ii) waive any breach of the terms of the Agreement; and/or
- (iii) exercise any right to terminate the Agreement.

The Company confirms that:

- (A) in the event of any conflict between communications received from it and from the Security Trustee, the communication from the Security Trustee shall prevail;
- (B) none of the instructions, authorisations or confirmations in this Notice of Security (the "Notice") can be revoked or varied in any way except with the Security Trustee's specific written consent; and
- (C) any written notice or instructions given to you by the Security Trustee in accordance with this Notice shall be conclusive.

Kindly acknowledge receipt of this Notice and confirm your agreement to it by signing the enclosed form of acknowledgement and returning it to the Security Trustee at The Royal Bank of Scotland plc, 1 Spinningfields Square, Manchester M3 3AP for the attention of Stewart Jones, Syndicated Loans Agency.

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

Yours faithfully,

.....

for and on behalf of

*[insert name of relevant Chargor]*

.....

for and on behalf of

The Royal Bank of Scotland (as Security Trustee)

**Part 2 - Form of Acknowledgement**

*[on duplicate]*

To: The Royal Bank of Scotland plc (as Security Trustee)

Address: 1 Spinningfields Square, Manchester M3 3AP

Attention: Stewart Jones, Syndicated Loans Agency

[Date]

Dear Sirs

We acknowledge receipt of the Notice of Security of which this is a copy. Terms and expressions defined in that Notice shall have the same meanings when used in this acknowledgment. We give any consent to the creation of the assignment and charge required pursuant to the Agreement and agree to and confirm that:

- a) we will pay all moneys hereafter becoming due to the Company in respect of the Agreement as directed in the Notice and accept and will comply with the terms of the Notice;
- (c) we will send to you copies of any notices which we may give to the Company under the Agreement at the same time as we send them to the Company;
- (d) we have not received notice of any other charge, assignment or other third party right or interest whatsoever in, of, over, or affecting, the Agreement or any other notice relating to the Agreement; and
- (e) this acknowledgement is freely assignable or transferable by you, by any subsequent assignee, transferee or successor in title in accordance with the terms of the Agreement ("**Subsequent Party**") and by any receiver appointed by you or by any Subsequent Party pursuant to the Debenture.

Yours faithfully

.....

for and on behalf of

*[name of relevant insurer]*



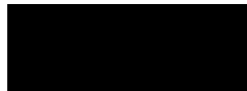
**EXECUTION PAGE**

**THE CHARGORS**

Executed as a deed by )  
**CARPETRIGHT PLC** )  
on being signed by: )  
..... *NEIL PAGE* )  
in the presence of: )



Signature of witness:



Name:

*ALEX DIXEN*

Address:



Occupation:

Executed as a deed by )  
**MELFORD COMMERCIAL** )  
**PROPERTIES LTD** )  
on being signed by: )  
..... *NEIL PAGE* )  
in the presence of: )



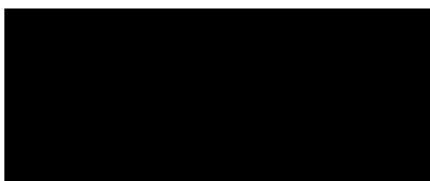
Signature of witness:



Name:

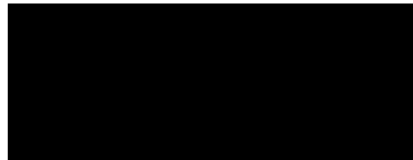
*ALEX DIXEN*

Address:

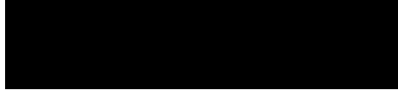


Occupation:

Executed as a deed by )  
**CARPETRIGHT (TORQUAY) LIMITED** )  
on being signed by: )  
..... *NEIL PAGE* )  
in the presence of: )



Signature of witness:

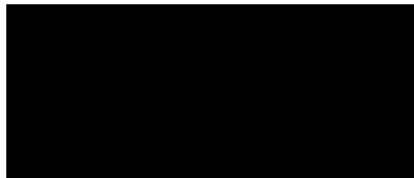


Name: ..... *ALEX DIXON* .....

Address: 

Occupation:

Executed as a deed by )  
**CARPETRIGHT OF LONDON LIMITED** )  
on being signed by: )  
..... *NEIL PAGE* )  
in the presence of: )



Signature of witness:



Name: ..... *ALEX DIXON* .....

Address: 

Occupation:

**THE SECURITY TRUSTEE**

Executed as a deed by  
as attorney for The Royal Bank of  
Scotland in the presence of:



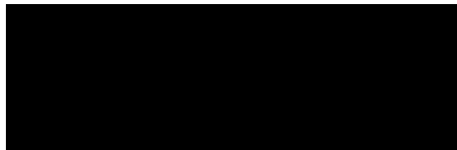
as attorney for The Royal Bank of Scotland  
plc

Witness signature:

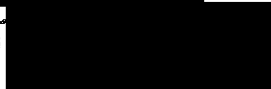


Witness Name: *Charlotte Chaves*

Witness Address:



Witness Occupation:



Address: 1 Spinningfields Square, Manchester M3 3AP

Fax Number: 0161 755 7358

For the Attention of: Stewart Jones, Syndicated Loans Agency