



**Registration of a Charge**

Company Name: **DAEJAN (WORCESTER) LIMITED**

Company Number: **02683045**



XCYDIV7K

Received for filing in Electronic Format on the: **07/03/2024**

**Details of Charge**

Date of creation: **06/03/2024**

Charge code: **0268 3045 0004**

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

Brief description: **LAND LYING TO THE NORTH OF CRANHAM DRIVE REGISTERED AT H.M.  
LAND REGISTRY WITH TITLE NUMBER HW32011.**

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

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

**Authentication of Instrument**

Certification statement: **WE 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: **STEPHENSON HARWOOD LLP**



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

Company number: 2683045

Charge code: 0268 3045 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th March 2024 and created by DAEJAN (WORCESTER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th March 2024 .

Given at Companies House, Cardiff on 13th March 2024

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**

EXECUTION VERSION

## **Legal Mortgage**

**Dated** 6 March 2024

- (1) THE COMPANIES LISTED IN SCHEDULE 1  
(the Mortgagors)**
  
- (2) THE ROYAL BANK OF SCOTLAND PLC  
(the Security Agent)**

## Contents

	Page
1 Definitions And Interpretation.....	1
2 Creation Of Security.....	6
3 Notices of Security.....	9
4 Obligations in relation to Manco Shares.....	10
5 General Undertakings.....	12
6 Land.....	13
7 When Security Becomes Enforceable.....	14
8 Enforcement of Security.....	14
9 Receiver.....	18
10 Powers Of Receiver.....	19
11 Application of proceeds.....	21
12 Protection of the Secured Parties and receivers.....	22
13 Delegation.....	23
14 Further Assurances.....	23
15 Power Of Attorney.....	24
16 Miscellaneous.....	24
17 Release.....	25
18 Costs And Expenses.....	25
19 Contractual recognition of bail-in.....	25
20 Governing Law.....	25
21 Enforcement.....	25
SCHEDULE 1 THE MORTGAGORS.....	27
SCHEDULE 2 MORTGAGED PROPERTY.....	28
SCHEDULE 3 FORMS OF LETTER FOR OCCUPATIONAL TENANTS.....	38
Part 1 Notice To occupational tenant.....	38
Part 2 Acknowledgement of occupational tenant.....	40
SCHEDULE 4 FORMS OF LETTER FOR INSURERS.....	41
Part 1 Notice to insurer.....	41
Part 2 Acknowledgement of insurer.....	43

SCHEDULE 5 FORMS OF LETTER FOR OTHER CONTRACTS .....44

Part 1 Notice to counterparty .....44

Part 2 Acknowledgement of counterparty .....46

**THIS DEED**

**Dated** 6 March 2024

**BETWEEN:**

- (1) The companies listed in Schedule 1 (the "**Mortgagors**")
- (2) **THE ROYAL BANK OF SCOTLAND PLC** (Registered number SC083026 of 36 St Andrew Square, Edinburgh, EH2 2YB) (the "**Security Agent**") as security trustee for the Secured Parties (as defined in the Facility Agreement defined below).

**BACKGROUND:**

- (A) Each Mortgagor enters into this Deed in connection with the Facility Agreement (as defined below).
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

**IT IS AGREED** as follows:

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

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

"**Agreement for Lease**" means an agreement to grant an Occupational Lease for all or part of the Mortgaged Property.

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"**Company**" means Daejan Group Holdings Limited, a company registered in England and Wales (Registered Number 12325581) and whose registered office is at Freshwater House, 158-162 Shaftesbury Avenue, London, WC2H 8HR.

"**Default Rate**" means the rate of interest specified in, and calculated in accordance with, clause 8.4 of the Facility Agreement.

"**Facility Agreement**" means the facility agreement dated on or about the date of this Deed between (among others) each Mortgagor (as obligors) and the Security Agent as amended, varied, novated and/or waived from time to time.

"**Insurance**" means, in relation to a Mortgagor, each contract or policy of insurance to which that Mortgagor is a party or in which it has an interest in relation to the Mortgaged Property owned by that Mortgagor.

"**Lease Document**" means:

- (a) an Agreement for Lease;

- (b) an Occupational Lease; or
- (c) any other document designated as such by the Agent and the Company and which is related to the Mortgaged Property.

**"Legal Reservations"** means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) the limitation of the enforcement of the terms of leases of real property by laws of general application to those leases;
- (d) similar principles, rights and remedies under the laws of any Relevant Jurisdiction; and
- (e) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinions supplied to the Agent as a condition precedent under the Facility Agreement on or before the first utilisation of the facility.

**"Limitation Acts"** means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

**"Manco Shares"** means shares in a management company relating to a Mortgaged Property.

**"Mortgaged Property"** means all freehold or leasehold property specified in the definition of Schedule 2 (*Mortgaged Property*).

**"Occupational Lease"** means any lease, licence, tenancy or other occupational arrangement granted or otherwise acquired by a Mortgagor for occupation of the Mortgaged Property by a third party from time to time.

**"Party"** means a party to this Deed.

**"Property Report"** means, in respect of the Mortgaged Property (or any part of it), any certificate or report on title addressed to the Finance Parties.

**"Receiver"** means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

**"Related Rights"** means, in relation to the Mortgaged Property:

- (a) the proceeds of sale of any part of the Mortgaged Property;

- (b) all rights under any licence, agreement for sale or agreement for lease in respect of the Mortgaged Property;
- (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of the Mortgaged Property; and
- (d) any moneys and proceeds paid or payable in respect of the Mortgaged Property.

**"Relevant Contract"** means:

- (a) an appointment of a Managing Agent by a Mortgagor in respect of the Mortgaged Property;
- (b) an appointment of an Asset Manager by a Mortgagor in respect of the Mortgaged Property;
- (c) an agreement relating to the purchase of the Mortgaged Property by a Mortgagor;
- (d) any sale and purchase agreement relating to the purchase of the leasehold titles of the Rosebel Properties by Rosebel in the event of an enfranchisement claim;
- (e) any option agreement relating to the Rosebel Properties for the benefit of Rosebel;
- (f) any other document designated as such by the Security Agent and the Mortgagors.

**"Rental Income"** means, in relation to a Mortgagor, the aggregate of all amounts paid or payable to or for the account of that Mortgagor in connection with the letting, licence or grant of other rights of use or occupation of any part of the Mortgaged Property, as more particularly defined in the Facility Agreement.

**"Rosebel"** means the Mortgagor known as Rosebel Holdings Limited (registered in England and Wales with registered number 00693831).

**"Rosebel Properties"** means:

- (a) University Mansions, Lower Richmond Road, London (SW15 1EP) registered at H.M. Land Registry with title numbers 36266 (freehold title) and TGL346270 (leasehold title); and
- (b) Manor Court, High Street, Southgate, London (N14 6NG) registered at H.M. Land Registry with title numbers MX198068 (freehold title), AGL232345 (flats 1-6, leasehold), AGL232359 (flats 7-31, leasehold), and AGL232366 (flats 31-36, leasehold).

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



**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**"Security Asset"** means, in relation to a Mortgagor, any asset of that Mortgagor which is, or is expressed to be, subject to any Security created by this Deed.

**"Security Period"** means the period beginning on the date of this Deed and ending on the date on which the Security Agent is satisfied that:

- (a) all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) no Secured Party is under any commitment, obligation or liability (actual or contingent) to make any advance or to make available any other financial accommodation to any Obligor pursuant to the Finance Documents.

**"Tenant Contributions"** means any amount paid or payable to a Mortgagor by any tenant under a Lease Document or any other occupier of the Mortgaged Property, by way of:

- (a) contribution to:
  - (i) ground rent
  - (ii) insurance premia
  - (iii) the cost of an insurance valuation;
  - (iv) a service or other charge in respect of a Mortgagor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Mortgaged Property; or
  - (v) a reserve or sinking fund; or
- (b) VAT or similar tax on any of the items listed in paragraph (a) above.

## 1.2 Construction

- (a) Capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (*Construction*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement will be construed as references to this Deed.
- (c) Unless a contrary indication appears, a reference in this Deed to:
  - (i) a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated;

- (ii) "**disposal**" shall have the same meaning as the meaning given to the term "disposition" in section 205(1)(ii) of the Law of Property Act 1925 and "**dispose**" and "**dispose of**" will be construed accordingly;
  - (iii) the words "**include(s)**", "**including**" and "**in particular**" shall be construed as being by way of illustration or emphasis only and shall not be construed as, nor shall they take effect as, limiting the generality of any preceding words.
  - (iv) "**liabilities**" means any obligation, whether incurred as principal or as surety, whether or not in respect of indebtedness, whether present or future, actual or contingent and whether owed jointly or severally or in any other capacity;
  - (v) any "**rights**" in respect of an asset includes:
    - (A) all amounts and proceeds paid or payable;
    - (B) all rights to make any demand or claim; and
    - (C) all powers, remedies, causes of action, security, guarantees and indemnities,

in each case in respect of or derived from that asset;
  - (vi) any "**share**", "**stock**", "**debenture**", "**bond**" or "**other security**" or "**investment**" includes:
    - (A) any dividend, interest or other distribution paid or payable;
    - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in each case in respect of that share, stock, debenture, bond or other security or investment; and
  - (vii) the term "**this Security**" means any Security created by this Deed.
- (d) Any covenant of a Mortgagor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
  - (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
  - (f) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

- (g) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.
- (h) Each of the mortgages, fixed charges and assignments contained in Clauses 2.2 (*Land*) to 2.7 (*Other rights*) (inclusive) over each category of assets, and each asset specified in those Clauses shall be read and construed separately, as though each category and asset were mortgaged, charged or assigned (as applicable) independently and separately of each other.
- (i) The liabilities of the Mortgagors under this Deed are joint and several.

### 1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind, vary, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed at any time.
- (c) Any Receiver, any Secured Party or any other person described in Clause 8.4 (*Protection of third parties*) may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.

## 2 CREATION OF SECURITY

### 2.1 General

- (a) Each Mortgagor must pay or discharge the Secured Liabilities on demand when due.
- (b) Each Mortgagor shall pay interest at the Default Rate on the sums payable under this Deed from the date on which the liability was incurred to the date of actual payment (both before and after judgment).
- (c) The total amount recoverable by the Security Agent and the other Secured Parties from each Mortgagor under this Deed shall be limited to the amount realised or recovered as a result of enforcement of this Deed with respect to the Mortgaged Property, and satisfied from the proceeds of sale or other disposal or realisation of the Mortgaged Property under this Deed together with all costs, expenses, interest and other amounts payable by each Mortgagor under this Deed, in addition to such amount realised or recovered.
- (d) All the Security created under this Deed:
  - (i) is created in favour of the Security Agent;
  - (ii) is created over present and future Security Assets;
  - (iii) is security for the payment and discharge of all the Secured Liabilities; and

- (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

(e)

- (i) If the rights of a Mortgagor under any document that is subject to Security granted under this Deed (the "**Documents**") cannot be secured by the first Utilisation Date without the consent of another party to that Document or the satisfaction of a specified condition:

- (A) the relevant Mortgagor must notify the Security Agent promptly;
- (B) this Security will constitute security over all proceeds and other amounts which the relevant Mortgagor may receive, or has received, under the relevant Document but will exclude the relevant Mortgagor's other rights under that Document; and
- (C) unless the Security Agent otherwise requires, the relevant Mortgagor must use its reasonable endeavours to obtain the required consent or satisfy the relevant condition.

- (ii) If the relevant Mortgagor obtains the required consent or satisfies the relevant condition:

- (A) it must notify the Security Agent promptly;
- (B) all of its rights under that Document will immediately be secured in accordance with Clause 2.7 (*Other rights*); and
- (C) Clause 3.3 (*Other Contracts*) will apply to that Document.

- (f) A reference in this Clause 2 to a mortgage or charge of any freehold or leasehold property includes:

- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property; and
- (ii) the benefit of any covenants for title given or entered into by any predecessor in title of the relevant Mortgagor in respect of that property or any moneys paid or payable in respect of those covenants.

- (g) The Security Agent holds the benefit of this Deed and this Security on trust for the Secured Parties.

## 2.2 Land

- (a) Each Mortgagor charges:

- (i) by way of a first legal mortgage all estates or interests in the Mortgaged Property owned by that Mortgagor; and

- (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in the Mortgaged Property owned by that Mortgagor.
- (b) Rosebel charges by way of equitable mortgage its beneficial interests in the Rosebel Properties held pursuant to the respective declarations of trust between Rosebel and the relevant Mortgagor for each relevant Rosebel Property.

## **2.3 Plant and machinery**

To the extent that they are not the subject of a mortgage or a first fixed charge under Clause 2.2 (*Land*), each Mortgagor charges by way of a first fixed charge all plant and machinery on the Mortgaged Property owned by that Mortgagor and its interest in any plant or machinery in its possession affecting or relating to the Mortgaged Property, together with the benefit of all related Authorisations, agreements and warranties.

## **2.4 Related Rights**

Each Mortgagor charges by way of a first fixed charge all Related Rights in respect of the Mortgaged Property.

## **2.5 Insurances**

- (a) Each Mortgagor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under the Insurances (together, the "**Insurance Rights**").
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Mortgagor charges by way of a first fixed charge all of its Insurance Rights.
- (c) Notwithstanding this Clause 2.4 (*Insurances*), prior to an Event of Default which is continuing, the Parties agree that any application of the proceeds of claims under the Insurances shall take account of, and shall give full effect to, the terms agreed between the Parties under clause 23.12 of the Facility Agreement.

## **2.6 Manco Shares**

Each Mortgagor:

- (a) mortgages all Manco Shares owned by it, or held by any nominee or trustee on its behalf; and
- (b) (to the extent that they are not the subject of a mortgage under paragraph (a) above) charges by way of first fixed charge its interest in all Manco Shares owned by it, or held by any nominee or trustee on its behalf.

## **2.7 Other rights**

- (a) Each Mortgagor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

- (i) under each Lease Document to which it is a party;
  - (ii) in respect of all Rental Income;
  - (iii) under any guarantee of Rental Income contained in or relating to any Lease Document to which it is a party; and
  - (iv) under each Relevant Contract to which it is a party.
- (b) To the extent that they have not been effectively assigned under paragraph (a) above, each Mortgagor charges by way of a first fixed charge all of its rights listed under paragraph (a) above.

## **2.8 Trust**

- (a) If or to the extent that the assigning or charging of any Security Asset is ineffective because of a prohibition on that assigning or charging, then each relevant Mortgagor holds it on trust for the Security Agent.
- (b) If the prohibition referred to in paragraph (a) above is due to the fact a consent or waiver must be obtained or a condition must be satisfied, then the relevant Mortgagor must seek the relevant consent or waiver or satisfy the condition in accordance with paragraph (e)(i) of Clause 2.1 (*General*) of this Deed.
- (c) On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 2 and, in relation to such Security Asset, the trust referred to in paragraph (a) above shall terminate.

## **3 NOTICES OF SECURITY**

### **3.1 Notices to tenants**

Each Mortgagor must:

- (a) serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (*Forms of Letter for Occupational Tenants*), on each tenant of the Mortgaged Property owned by that Mortgagor, such notice to be served:
  - (i) at any time while an Event of Default is continuing if requested by the Security Agent, for all tenants in place on that date; and
  - (ii) for any new tenant at any time while an Event of Default is continuing if requested by the Security Agent, and
 deliver a certified copy of each notice to the Security Agent; and
- (b) use reasonable endeavours to ensure that each such tenant acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Occupational Tenants*).

### **3.2 Insurances**

Each Mortgagor must:

- (a) immediately after the execution of this Deed; or
- (b) (as the case may be) immediately after the execution of any Insurances entered into after the date of this Deed (to the extent the relevant counterparty has not already been notified of the assignment created under Clause 2.4 (*Insurances*),

serve a notice of assignment, substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Insurers*) (or such other form approved by the Security Agent), on each counterparty to an Insurance to which that Mortgagor is a party and deliver to the Security Agent a certified copy of that notice; and

- (c) use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Insurers*) or any other form approved by the Security Agent.

### **3.3 Other Contracts**

Each Mortgagor must, at any time at the request of the Security Agent:

- (a) immediately serve a notice of assignment or charge (as applicable) substantially in the form of Part 1 of Schedule 5 (*Forms of letter for other contracts*), on each counterparty to a contract listed in Clause 2.7 (*Other rights*) to which that Mortgagor is a party and deliver to the Security Agent a certified copy of each notice; and
- (b) use reasonable endeavours to ensure that each such counterparty served with a notice under paragraph (a) above provides an acknowledgement of that notice to the Security Agent substantially in the form of Part 2 of Schedule 5 (*Forms of letter for other contracts*).

## **4 OBLIGATIONS IN RELATION TO MANCO SHARES**

### **4.1 Deposit**

Each Mortgagor must immediately:

- (a) deposit with the Security Agent, or as the Security Agent may direct, all certificates and other documents of title or evidence of ownership in relation to its Manco Shares; and
- (b) execute and deliver to the Security Agent all share transfers and other documents which may be requested by the Security Agent in order to enable the Security Agent or its nominees to be registered as the owner of or otherwise obtain a legal title to its Manco Shares.

### **4.2 Other obligations in respect of Manco Shares**

- (a) Each Mortgagor must promptly send a copy to the Security Agent of, and comply with all requests for, information which is within its knowledge and

which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Manco Shares. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of the relevant Mortgagor.

- (b) Each Mortgagor must comply with all other conditions and obligations assumed by it in respect of any of its Manco Shares.
- (c) The Security Agent is not obliged to:
  - (i) perform any obligation of any Mortgagor;
  - (ii) make any payment;
  - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or any Mortgagor; or
  - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any of its Manco Shares.

#### 4.3 Voting rights

- (a) Until such time as the Security Agent makes a demand under paragraph (c) below the voting rights, powers and other rights in respect of its Manco Shares will be exercised:
  - (i) by the relevant Mortgagor; or
  - (ii) if exercisable by the Security Agent, in any manner which the relevant Mortgagor may direct the Security Agent in writing.
- (b) Each Mortgagor must indemnify the Security Agent against any loss or liability incurred by the Security Agent as a consequence of the Security Agent acting in respect of any of its Manco Shares as permitted by this Deed on the direction of the relevant Mortgagor.
- (c) Subject to paragraph (d) below, following the occurrence of an Event of Default which is continuing the Security Agent may, on demand, exercise (in the name of the relevant Mortgagor and without any further consent or authority on the part of that Mortgagor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Manco Shares, any person who is the holder of any Manco Shares or otherwise.
- (d) Notwithstanding the occurrence of an Event of Default, the Security Agent shall not have the right to make a demand under paragraph (c) above if and to the extent that:
  - (i) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the "**NSI Act**") and any regulations made under the NSI Act; and



(ii) either:

- (A) the Secretary of State has not approved that notifiable acquisition in accordance with the NSI Act; or
- (B) the Secretary of State has approved that notifiable acquisition in accordance with the NSI Act but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act.

## **5 GENERAL UNDERTAKINGS**

### **5.1 Security**

Except as expressly allowed under the Facility Agreement or this Deed, no Mortgagor may create or permit to subsist any Security on any Security Asset.

### **5.2 Disposals**

Except as expressly allowed under the Facility Agreement or this Deed, no Mortgagor may enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset, or enter into any agreement to make any such disposal.

### **5.3 Preservation of Security Assets**

The Mortgagors shall not:

- (a) enter into any onerous obligation or restriction affecting any Security Asset; or
- (b) do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the Security created by this Deed or materially diminish the value of any Security Asset or the effectiveness of the Security created by this Deed.

### **5.4 Covenants and payments**

Each Mortgagor must:

- (a) observe and perform all covenants and other obligations and matters (whether or not contained in any agreement or other document) from time to time affecting any of the Security Asset or their use or enjoyment;
- (b) promptly inform the Security Agent if it becomes aware of any steps taken or proceedings commenced by any person with a view to obtaining forfeiture of or determining any lease, underlease, tenancy or licence comprised in the Security Assets;
- (c) not permit any breach of any byelaws, other laws and regulations affecting any of the Security Assets; and

- (d) pay or procure the payment of all rents, rates, taxes, charges, assessments, impositions and other outgoings of any kind which are from time to time payable (whether by the owner or the occupier) in respect of any of the Security Assets.

## **6 LAND**

### **6.1 Acquisitions**

If Rosebel acquires any leasehold property in England or Wales in accordance with the Facility Agreement after the date of this Deed it must:

- (a) notify the Security Agent immediately;
- (b) immediately on request by the Security Agent and at the cost of Rosebel, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may reasonably require; and
- (c)
  - (i) if the title to that leasehold property is registered at HM Land Registry or required to be so registered, give HM Land Registry written notice of this Security; and
  - (ii) if applicable, ensure that this Security is correctly noted against that title in the title register at HM Land Registry.

### **6.2 Registration at Companies House**

Each Mortgagor consents to the registration of this Deed at Companies House pursuant to Part 25 of the Companies Act 2006.

### **6.3 HM Land Registry**

- (a) Each Mortgagor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate 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 [ ] in favour of The Royal Bank of Scotland Plc referred to in the charges register or without a certificate signed by a conveyancer that the provisions of clause 22.4 of a facility agreement dated [ ] made between (1) Daejan Group Holdings and others and (2) The Royal Bank of Scotland Plc and others have been complied with or that they do not apply to the disposition."

- (b) Each Mortgagor consents to the registration of a notice against the Register of Title relating to any Mortgaged Property registered at HM Land Registry

that the Lenders are under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

## **7 WHEN SECURITY BECOMES ENFORCEABLE**

### **7.1 Event of Default**

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

### **7.2 Discretion**

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed in accordance with the Facility Agreement.

### **7.3 Statutory powers**

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

## **8 ENFORCEMENT OF SECURITY**

### **8.1 General**

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

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

Neither the Security Agent nor any Receiver will be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

### **8.3 Privileges**

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

### **8.4 Protection of third parties**

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

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

#### **8.5 Redemption of prior mortgages**

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

#### **8.6 Contingencies**

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Security Agent (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

#### **8.7 Preservation of Security**

##### **(a) Waiver of defences**

Neither the Security created by this Deed nor the obligations of any Mortgagor under this Deed will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice that Security or any of those obligations (without limitation and whether or not known to it, the Security Agent or any other Secured Party) including:

- (i) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (ii) the release of any Obligor or any other person under the terms of any composition or arrangement with any person;
- (iii) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over, assets of any Obligor or any person or any non-presentation or non-observance of any formality or other

requirement in respect of any instrument or any failure to realise the full value of any Security;

- (iv) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- (v) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or Security, including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or Security;
- (vi) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security; or
- (vii) any insolvency, liquidation, administration or similar proceedings.

(b) **Mortgagor intent**

Without prejudice to the generality of paragraph (a) above, each Mortgagor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (i) acquisitions of any nature;
- (ii) increasing working capital;
- (iii) enabling distributions to be made;
- (iv) carrying out restructurings;
- (v) refinancing existing facilities;
- (vi) refinancing any other indebtedness;
- (vii) making facilities available to new borrowers;
- (viii) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and
- (ix) any fees, costs and expenses associated with any of the foregoing.

(c) **Immediate recourse**

Each Mortgagor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other right or Security, or claim payment from any person before claiming

from that Mortgagor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

**(d) Appropriations**

Each Secured Party (or any trustee or agent on its behalf) may at any time during the Security Period:

- (i) refrain from applying or enforcing any moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of the Secured Liabilities, or, subject to Clause 11 (*Application of proceeds*), apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and no Mortgagors shall be entitled to the benefit of the same; and
- (ii) hold in an interest-bearing suspense account any moneys received from any Mortgagor or on account of the Secured Liabilities.

**(e) Deferral of Mortgagor's rights**

Unless the Security Period has expired or the Security Agent otherwise directs, no Mortgagor shall exercise any rights which it may have by reason of performance by it of its obligations under this Deed or the enforcement of the Security created by this Deed:

- (i) to receive or claim payment from, or be indemnified by a Obligor;
- (ii) to claim any contribution from any other person who has provided Security or a guarantee in respect of, any Obligor's obligations under the Finance Documents;
- (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Party under any Finance Document or of any guarantee or Security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
- (iv) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which a Mortgagor has granted security under this Deed;
- (v) to exercise any right of set-off against any Obligor; and/or
- (vi) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If a Mortgagor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent as the Security Agent

may direct for application in accordance with this Deed and the Facility Agreement.

**(f) Additional Security**

- (i) This Security is in addition to, is not in any way prejudiced by any other security or guarantee now or subsequently held by any Secured Party.
- (ii) No prior security held by any Secured Party (in its capacity as such or otherwise) over any Security Asset will merge into this Security.

**8.8 Interest**

Each Mortgagor shall pay interest at the Default Rate on the sums payable under this Clause 8 from the date on which the liability was incurred to the date of actual payment (both before and after judgment).

**9 RECEIVER**

**9.1 Appointment of Receiver**

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
  - (i) this Security has become enforceable; or
  - (ii) a Mortgagor so requests to the Security Agent at any time.
- (b) Any appointment under paragraph (a) above may be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (e) The Security Agent may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

**9.2 Removal**

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

### 9.3 **Remuneration**

The Security Agent may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

### 9.4 **Agent of the Mortgagors**

- (a) A Receiver will be deemed to be the agent of the relevant Mortgagor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The relevant Mortgagor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- (b) No Secured Party will incur any liability (either to a Mortgagor or to any other person) by reason of the appointment of a Receiver or for any other reason.

### 9.5 **Relationship with Security Agent**

- (a) Subject to paragraph (b), to the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Security Agent in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.
- (b) The Security Agent's right to exercise voting rights, powers and other rights in relation to any Investment is subject to the terms of Clause 4.3 (*Voting rights*).

## 10 **POWERS OF RECEIVER**

### 10.1 **General**

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 10 in addition to those conferred on it by any law. This includes all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

### 10.2 **Possession**

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

### 10.3 **Carry on business**

A Receiver may carry on any business of a Mortgagor in any manner he/she thinks fit.



#### **10.4 Employees**

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.
- (b) A Receiver may discharge any person appointed by a Mortgagor.

#### **10.5 Borrow money**

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

#### **10.6 Sale of assets**

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of a Mortgagor.

#### **10.7 Leases**

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

#### **10.8 Compromise**

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

#### **10.9 Legal actions**

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

#### **10.10 Receipts**

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

#### **10.11 Subsidiaries**

A Receiver may form a Subsidiary of a Mortgagor and transfer to that Subsidiary any Security Asset.

#### **10.12 Delegation**

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

#### **10.13 Lending**

A Receiver may lend money or advance credit to any person.

#### **10.14 Protection of assets**

A Receiver may:

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

in each case as he/she thinks fit.

#### **10.15 Other powers**

A Receiver may:

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

### **11 APPLICATION OF PROCEEDS**

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security will be held by the Security Agent and applied in accordance with the Facility Agreement. This Clause 11:

- (a) is subject to the payment of any claims having priority over this Security; and
- (b) does not prejudice the right of any Secured Party to recover any shortfall from the Mortgagors,

and section 109(8) of the Act shall not apply.

## **12 PROTECTION OF THE SECURED PARTIES AND RECEIVERS**

### **12.1 Exclusion of liability**

None of the Secured Parties nor any Receiver or any Delegate will be liable (including, without limitation, for negligence of any other category of liability whatsoever) for:

- (a) any damages, costs or losses to any person, any diminution in value, or any liability, whatsoever arising as a result of taking or not taking any action under or in connection with this Deed or the Security Assets, unless directly caused by its gross negligence or wilful misconduct;
- (b) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with this Deed or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, this Deed;
- (c) any shortfall which arises on the enforcement or realisation of the Security Assets;
- (d) any loss resulting from any fluctuation in exchange rates in connection with any purchase of currencies under clause 28.4 (*Currency Conversion*) of the Facility Agreement;
- (e) the loss of any title deed or other document relating to the Security Assets, unless directly caused by its gross negligence or wilful misconduct; or
- (f) any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of:
  - (i) any act, event or circumstance not reasonably within its control; or
  - (ii) the general risks of investment in, or the holding of assets in, any jurisdiction.

### **12.2 Mortgagors' indemnity**

- (a) Each Mortgagor shall promptly indemnify the Secured Parties, and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:
  - (i) the taking, holding, protection or enforcement of the Security conferred by this Deed;
  - (ii) the exercise of any of the rights, powers, discretions, authorities, and remedies vested in any Secured Party and each Receiver and Delegate by this Deed or by law;
  - (iii) any default by the relevant Mortgagor in the performance of any of the obligations expressed to be assumed by it in this Deed;
  - (iv) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts in connection with this Deed or the Security Assets; or

- (v) acting as Security Agent, Receiver or Delegate under this Deed or which otherwise relates to any of the Security Assets (otherwise, in each case, than by reason of the Security Agent's or the relevant Receiver's or Delegate's gross negligence or wilful misconduct).
- (b) Each Secured Party and every Receiver and Delegate may indemnify itself out of the Security Assets in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 12.2 and shall have a lien on the Security conferred by this Deed and the proceeds of the enforcement of the Security Assets for all moneys payable to it.

### **13 DELEGATION**

#### **13.1 Power of attorney**

The Security Agent or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

#### **13.2 Terms**

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

#### **13.3 Liability**

Neither the Security Agent nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

### **14 FURTHER ASSURANCES**

- (a) Each Mortgagor must promptly, at its own expense, take whatever action the Security Agent or a Receiver may require for:
  - (i) creating, perfecting or protecting any Security over any Security Asset; or
  - (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Security Agent or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.
- (b) The action that may be required under paragraph (a) above includes:
  - (i) the execution of any mortgage, supplemental mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Security Agent or to its nominees; or
  - (ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may consider necessary or desirable.

## **15 POWER OF ATTORNEY**

Each Mortgagor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective Delegates or sub-delegates to be its attorney with the full power and authority of that Mortgagor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of that Mortgagor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law. Each Mortgagor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 15.

## **16 MISCELLANEOUS**

### **16.1 Continuing security**

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

### **16.2 Tacking**

The Security Agent confirms on behalf of the Lenders (without personal liability) that each Lender will perform its obligations under the Facility Agreement (including any obligation to make available further advances).

### **16.3 New accounts**

- (a) If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Mortgagor.
- (b) If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.
- (c) As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

### **16.4 Time deposits**

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account any Mortgagor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

#### **16.5 Notice to Mortgagor**

This Deed constitutes notice in writing to each Mortgagor of any charge or assignment of a debt owed by each Mortgagor to any Obligor and contained in any other Security Document.

#### **17 RELEASE**

At the end of the Security Period, unless any third party has any subrogation or other rights in respect of the Security created by this Deed at that time, the Finance Parties must, at the request and cost of the Mortgagors, take whatever action is necessary to release its Security Assets from this Security.

#### **18 COSTS AND EXPENSES**

##### **18.1 Enforcement costs**

The Mortgagors shall, within five Business Days of demand, pay to the Security Agent or any Receiver or Delegate the amount of all costs and expenses (including legal fees) incurred by the Security Agent or any Receiver or Delegate:

- (a) in connection with the enforcement of, or the preservation of any rights under, this Deed or the investigation of any possible Default; or
- (b) arising from any actual or alleged breach by any person of any law or regulation.

##### **18.2 Indemnity for delay**

The Mortgagors must keep each Secured Party indemnified against any failure or delay in paying the costs and expenses described in this Clause 18.

#### **19 CONTRACTUAL RECOGNITION OF BAIL-IN**

The Parties agree that clause 41 (*Contractual recognition of bail-in*) of the Facility Agreement shall be deemed to be set out in full in this Deed with all references to "any Finance Document" or "the Finance Documents" being replaced with a reference to "this Deed".

#### **20 GOVERNING LAW**

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

#### **21 ENFORCEMENT**

##### **21.1 Jurisdiction**

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

- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraphs (a) and (b) above, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

**THIS DEED** has been executed and delivered as a deed on the date stated at the beginning of this Deed.

**SCHEDULE 1****THE MORTGAGORS**

<b>Name of Mortgagor</b>	<b>Jurisdiction of incorporation</b>	<b>Registered number (or equivalent, if any)</b>
Daejan (Kingston) Limited	England and Wales	03135225
Daejan (Warwick) Limited	England and Wales	03087160
Daejan (Reading) Limited	England and Wales	2620506
Daejan (Worcester) Limited	England and Wales	2683045
Bampton (B&B) Limited	England and Wales	2798348
Daejan (High Wycombe) Limited	England and Wales	2684725
Daejan (Durham) Limited	England and Wales	2552073
Daejan Investments Limited	England and Wales	00629395
City & Country Properties Limited	England and Wales	00632613
Daejan Investments (Grove Hall) Limited	England and Wales	00631208
Seaglen Investments Limited	England and Wales	00616559
St Leonards Properties Limited	England and Wales	00766864
Bampton Property Group Limited (The)	England and Wales	00647924
Brickfield Properties Limited	England and Wales	00741218
Daejan Properties Limited	England and Wales	00629396
Daejan Holdings Limited (formerly Daejan Holdings plc)	England and Wales	00305105
Rosebel Holdings Limited	England and Wales	00693831



**SCHEDULE 2****MORTGAGED PROPERTY**

<b>Description of land</b>	<b>Tenure</b>	<b>Title number(s)</b>	<b>Registered Proprietor</b>
Commercial Union House, 100 London Road, Kingston upon Thames (KT2 6QJ)	Freehold	SGL271537	Daejan (Kingston) Limited
10, 11, 12 and, 12a Temple Street, Birmingham (B2 5BN)	Freehold	WM349311	Daejan (Warwick) Limited
Beacontree Plaza and Beacontree Court, Gillette Way, Reading (RG2 0BS)	Leasehold	BK276827	Daejan (Reading) Limited
Land lying to the North of Cranham Drive	Freehold	HW32011	Daejan (Worcester) Limited
21 Westow Hill and land and buildings on the North side of Westow Hill, Upper Norwood	Freehold	LN226740	Bampton (B&B) Limited
26, 28 & 30 High Street Wickford and land lying to the east of High Street Wickford	Freehold	EX456582 & EX501581	Bampton (B&B) Limited
38 to 42 (even numbers) Frogmoor, High Wycombe	Freehold	BM169941	Daejan (High Wycombe) Limited
Land known as Aldi Stores, Greenwell Road, Newton Aycliffe (DL5 4DH)	Freehold	DU219886 & DU291071 (Aldi Store Title)	Daejan (Durham) Limited
171 - 173 Preston Road, Brighton (BN1 6AG)	Freehold	SX119265	St Leonards Properties Limited
Lower ground floor Flat 2a Burnham Court Moscow	Leasehold	NGL867313 (Flat 2a)	Daejan Investments Limited

<b>Description of land</b>	<b>Tenure</b>	<b>Title number(s)</b>	<b>Registered Proprietor</b>
Road London W2 4SW		NGL867314 (Flat 3)	
Ground and lower ground floor Flat 3 Burnham Court Moscow Road London W2 4SW		NGL867315 (Flat 8)	
		NGL867318 (Flat 11)	
Ground and lower ground floor Flat 8 Burnham Court Moscow Road London W2 4SW		NGL867319 (Flat 20)	
		NGL867320 (Flat 42)	
First floor Flat 11 Burnham Court Moscow Road London W2 4SW		NGL867323 (Flat 44)	
Second Floor Flat 20 Burnham Court Moscow Road London W2 4SW			
Sixth Floor Flat 42 Burnham Court Moscow Road London W2 4SW			
Sixth Floor Flat 44 Burnham Court Moscow Road London W2 4SW			
Brampton Court, Brampton Grove, London, NW4 4AJ	Leasehold	MX77885 (Headlease) MX144938 (Sublease) AGL143378 (Flat 1) AGL143374 (Flat 2) AGL143375 (Flat 5) AGL143376 (Flat 10) AGL143377 (Flat 12A) AGL143380 (Flat 16)	City & Country Properties Limited
Flat 1 Brampton Court, Brampton Grove, London, NW4 4AJ			
Flat 2 Brampton Court, Brampton Grove, London, NW4 4AJ			

<b>Description of land</b>	<b>Tenure</b>	<b>Title number(s)</b>	<b>Registered Proprietor</b>
Flat 5 Brampton Court, Brampton Grove, London, NW4 4AJ		AGL143381 (Flat 17) AGL143382 (Flat 21) AGL143383 (Flat 24)	
Flat 10 Brampton Court, Brampton Grove, London, NW4 4AJ		AGL143384 (Flat 25) AGL143385 (Flat 26)	
Flat 12A Brampton Court, Brampton Grove, London, NW4 4AJ		AGL154832 (Flat 27) AGL143386 (Flat 28)	
Flat 16 Brampton Court, Brampton Grove, London, NW4 4AJ			
Flat 17 Brampton Court, Brampton Grove, London, NW4 4AJ			
Flat 21 Brampton Court, Brampton Grove, London, NW4 4AJ			
Flat 24 Brampton Court, Brampton Grove, London, NW4 4AJ			
Flat 25 Brampton Court, Brampton Grove, London, NW4 4AJ			
Flat 26 Brampton Court, Brampton Grove, London, NW4 4AJ			
Flat 27 Brampton Court, Brampton			

Description of land	Tenure	Title number(s)	Registered Proprietor
Grove, London, NW4 4AJ			
Flat 28 Brampton Court, Brampton Grove, London, NW4 4AJ			
49 - 50 Great Marlborough Street, London (W1F 7JS)	Freehold	LN33221	Daejan Investments (Grove Hall) Limited
Wellesley Court, Maida Vale, London (W9 1RG)	Freehold: NGL452687	NGL452687	Seaglen Investments Limited
134 Wellesley Court, Maida Vale, London (W9 1RN)	Leasehold ( <i>the remaining title numbers</i> )	NGL906693	
147 Wellesley Court, Maida Vale, London (W9 1RN)		NGL906694	
132 Wellesley Court, Maida Vale, London (W9 1RN)		NGL906695	
131 Wellesley Court, Maida Vale, London (W9 1RN)		NGL906696	
17 Wellesley Court, Maida Vale, London (W9 1RJ)		NGL906697	
69a Wellesley Court, Maida Vale, London (W9 1RQ)		NGL906698	
15 Wellesley Court, Maida Vale, London (W9 1RG)		NGL906699	
57 Wellesley Court, Maida Vale, London (W9 1RQ)		NGL906700	

<b>Description of land</b>	<b>Tenure</b>	<b>Title number(s)</b>	<b>Registered Proprietor</b>
61 Wellesley Court, Maida Vale, London (W9 1RQ)		NGL906701	
51 Wellesley Court, Maida Vale, London (W9 1RJ)		NGL616561	
50 Wellesley Court, Maida Vale (W9 1RJ)		NGL616562	
48 Wellesley Court, Maida Vale (W9 1RJ)		NGL616564	
47 Wellesley Court, Maida Vale, (W9 1RJ)		NGL616565	
42 Wellesley Court, Maida Vale, London (W9 1RG)		NGL616570	
36 Wellesley Court, Maida Vale, (W9 1RG)		NGL616573	
32 Wellesley Court, Maida Vale, (W9 1RG)		NGL616574	
18 Wellesley Court, Maida Vale, London (W9 1RJ)		NGL616576	
53 Wellesley Court, Maida Vale, (W9 1RJ)		NGL616578	
122 Wellesley Court, Maida Vale, London (W9 1RH)		NGL616580	
121, Wellesley Court, Maida Vale, London (W9 1RH)		NGL616581	

Description of land	Tenure	Title number(s)	Registered Proprietor
118 Wellesley Court, Maida Vale, (W9 1RH)		NGL616582	
128 Wellesley Court, Maida Vale, (W9 1RH)		NGL616585	
123 Wellesley Court, Maida Vale, London (W9 1RH)		NGL616588	
133 Wellesley Court, Maida Vale, (W9 1RN)		NGL616590	
59 Wellesley Court, Maida Vale, London (W9 1RQ)		NGL616594	
60 Wellesley Court, Maida Vale, (W9 1RJ)		NGL616595	
65 Wellesley Court, Maida Vale, (W9 1RQ)		NGL616600	
117, Wellesley Court, Maida Vale, London (W9 1RH)		NGL616601	
109 Wellesley Court, Maida Vale, London (W9 1RL)		NGL616607	
107 Wellesley Court, Maida Vale, London (W9 1RL)		NGL616608	
66 Wellesley Court, Maida Vale, (W9 1RQ)		NGL616609	

Description of land	Tenure	Title number(s)	Registered Proprietor
71 Wellesley Court, Maida Vale,(W9 1RQ)		NGL616614	
76A Wellesley Court, Maida Vale,(W9 1RL)		NGL616615	
77 Wellesley Court, Maida Vale,(W9 1RL)		NGL616616	
78 Wellesley Court, Maida Vale,(W9 1RL)		NGL616617	
76 Wellesley Court, Maida Vale, London (W9 1RL)		NGL616618	
Flat 9, Wellesley Court, Maida Vale, (W9 1RG)		NGL616622	
29 Wellesley Court, Maida Vale, (W9 1RG)		NGL616624	
21 Wellesley Court, Maida Vale, London (W9 1RJ)		NGL616629	
20A Wellesley Court, Maida Vale, (W9 1RJ)		NGL616630	
4 Wellesley Court, Maida Vale, (W9 1RG)		NGL616638	
3 Wellesley Court, Maida Vale, London (W9 1RG)		NGL616639	
86 Wellesley Court, Maida Vale, London (W9 1RQ)		NGL616641	

Description of land	Tenure	Title number(s)	Registered Proprietor
82 Wellesley Court, Maida Vale, (W9 1RL)		NGL616642	
7 Wellesley Court, Maida Vale, (W9 1RG)		NGL616645	
85 Wellesley Court, Maida Vale, London (W9 1RQ)		NGL616646	
146, Wellesley Court, Maida Vale, London (W9 1RN)		NGL616649	
136 Wellesley Court, Maida Vale, (W9 1RN)		NGL616654	
100 Wellesley Court, Maida Vale, (W9 1RQ)		NGL616657	
102, Wellesley Court, Maida Vale, London (W9 1RL)		NGL616659	
106 Wellesley Court, Maida Vale, London (W9 1RL)		NGL616662	
98 Wellesley Court, Maida Vale, (W9 1RQ)		NGL616663	
97a, Wellesley Court, Maida Vale, London (W9 1RQ)		NGL616665	
96 Wellesley Court, Maida Vale, London (W9 1RQ)		NGL616666	
		NGL616668	



<b>Description of land</b>	<b>Tenure</b>	<b>Title number(s)</b>	<b>Registered Proprietor</b>
94 Wellesley Court, Maida Vale, (W9 1RQ)		NGL616669	
93, Wellesley Court, Maida Vale, London (W9 1RQ)		NGL616671	
90 Wellesley Court, Maida Vale, (W9 1RQ)			
484, 484A, 484B to 522, 522A, 522B (even numbers inclusive) Lady Margaret Road and land and buildings at the back	Leasehold	AGL54273	City and Country Properties Limited
Oakfield Court, Hendon Way, Hendon	Freehold	MX10539	St Leonards Properties Limited
Unit 7 and Units 11 to 17 Heliport Industrial Estate, Bridges Court, York Road, Battersea, London SW11 3SS (excluding 18)	Freehold	TGL594580 (allocated title number – application for registration of transfer pending at HM Land Registry)	Daejan Investments Limited
The Old Warehouse, Wyfold Road, Fulham	Freehold	LN124154	Daejan Properties Limited
Rayleigh Weir Industrial Estate, Totman Crescent, Rayleigh	Freehold	EX776810	Bampton Property Group Limited (The)
25 to 41 (Odd) Worship Street, London	Freehold	LN187340	Daejan Investments Limited
158 and 160 Shaftesbury Avenue and 162 Shaftesbury Avenue, Holborn	Freehold	LN58937 and 302429	Daejan Investments Limited

<b>Description of land</b>	<b>Tenure</b>	<b>Title number(s)</b>	<b>Registered Proprietor</b>
University Mansions, Lower Richmond Road, London (SW15 1EP)	FWG Leasehold Leasehold (superior 999 year lease/Brickfield (protected lease structure))	Freehold: 36266  Leasehold: TGL346270	Freehold: Daejan Properties Limited  Leasehold: Brickfield Properties Limited
261 to 297 (odd) Allenby Road and passageway at the rear, Norwood	Freehold	MX54806	City and Country Properties Limited
Manor Court, High Street, Southgate, London (N14 6NG)	FWG Leasehold Leasehold (superior 999 year lease/Brickfield (protected lease structure))	Freehold: MX198068  Leasehold: Flats 1-6 Manor Court - AGL232345  Flats 7-31 Manor Court - AGL232359  Flats 31-36 Manor Court- AGL232366	Freehold: City and Country Properties Limited  Leasehold: Brickfield Properties Limited

### SCHEDULE 3

#### FORMS OF LETTER FOR OCCUPATIONAL TENANTS

##### Part 1

##### Notice To occupational tenant

To: [Occupational tenant]

Copy: The Royal Bank of Scotland Plc (as Security Agent as defined below)

[Date]

Dear Sirs,

Re: [Property address]

**Legal Mortgage dated [ ] between [name of relevant Mortgagor]  
and The Royal Bank of Scotland Plc (the "Legal Mortgage")**

1. We refer to the lease dated [ ] and made between [ ] and [ ] (together with any future lease we may enter into with you in relation to any part of [insert details of the Mortgaged Property]) (the "**Lease**").
2. This letter constitutes notice to you that under the Legal Mortgage we have assigned absolutely (subject to a proviso for re-assignment on redemption) to The Royal Bank of Scotland Plc (as trustee for the Secured Parties as referred to in the Legal Mortgage, the "**Security Agent**") all our rights under the Lease.
3. We confirm that:
  - (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
  - (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.
4. We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the Lease to our account [with the Security Agent] at [ ], Account No. [ ], Sort Code [ ] (the "**Rent Account**").
5. The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.
6. The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.
7. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
8. Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [address] marked for the attention of [•] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

**[name of relevant Mortgagor]**

**Part 2**

**Acknowledgement of occupational tenant**

To: The Royal Bank of Scotland Plc (as Security Agent)

Attention: [•]

Copy: [name of relevant Mortgagor]

[Date]

Dear Sirs,

Re: [Property address]

**Legal Mortgage dated [ ] between [name of relevant Mortgagor]  
and The Royal Bank of Scotland Plc (the "Legal Mortgage")**

1. We confirm receipt from [name of the relevant Mortgagor] (the "**Mortgagor**") of a notice dated [ ] (the "**Notice**") in relation to the Lease (as defined in the Notice).
2. We confirm that we:
  - (a) accept the instructions contained in the Notice and agree to comply with the Notice;
  - (b) have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Mortgagor under or in respect of the Lease;
  - (c) must pay all rent and all other moneys payable by us under the Lease into the Rent Account (as defined in the Notice); and
  - (d) must continue to pay those moneys into the Rent Account (as defined in the Notice) until we receive your written instructions to the contrary.
3. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

For

[Occupational tenant]

## SCHEDULE 4

### FORMS OF LETTER FOR INSURERS

#### Part 1

##### Notice to insurer

To: [Insurer]

Copy: The Royal Bank of Scotland Plc (as Security Agent as defined below)

[Date]

Dear Sirs,

**Legal Mortgage dated [ ] between [name of relevant Mortgagor]  
and The Royal Bank of Scotland Plc (the "Security Agreement")**

1. This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (by way of security), subject to a proviso for re-assignment on redemption, to The Royal Bank of Scotland Plc (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of *[insert details of contract of insurance]* and any other present or future contract or policy of insurance in relation to *[insert relevant details of the Mortgaged Property]* to which we are a party or in which we have an interest (the "**Insurance**").
2. We confirm that:
  - (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
  - (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).
3. We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance), unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Security Agent in respect of the Insurance).
4. We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Insurance requested from you by the Security Agent.
5. The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.
6. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

7. Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] marked for the attention of [•] with a copy to us.

Yours faithfully,

.....

(Authorised signatory)

**[name of relevant Mortgagor]**

## Part 2

### Acknowledgement of insurer

To: The Royal Bank of Scotland Plc (as Security Agent)

Attn: [•]

Copy: [name of relevant Mortgagor]

[Date]

Dear Sirs,

**Legal Mortgage dated [ ] between [name of relevant Mortgagor]  
and The Royal Bank of Scotland Plc (the "Security Agreement")**

1. We confirm receipt from [name of relevant Mortgagor] (the "**Mortgagor**") of a notice dated [ ] (the "**Notice**") of an assignment on the terms of the Security Agreement of all the Mortgagor's rights in respect of [insert details of the contract of insurance] and any other present or future contract or policy of insurance in relation to [insert details of the Mortgaged Property] to which we are a party or in which we have an interest (the "**Insurance**").
2. We confirm that we:
  - (a) accept the instructions contained in the Notice and agree to comply with the Notice;
  - (b) have not received notice of any prior security over, or the interest of any third party in, the Insurance; and
  - (c) will give notices and make payments under the Insurance as directed in the Notice.
3. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Insurer]



## **SCHEDULE 5 FORMS OF LETTER FOR OTHER CONTRACTS**

### **Part 1**

#### **Notice to counterparty**

To: [Contract counterparty]

Copy: The Royal Bank of Scotland Plc (as Security Agent as defined below)

[Date]

#### **Legal Mortgage dated [ ] between [name of relevant Mortgagor] and The Royal Bank of Scotland Plc (the "Security Agreement")**

- 1 This letter constitutes notice to you that under the Security Agreement we have [assigned by way of security, subject to a proviso for re-assignment on redemption]/[charged by way of a first fixed charge]<sup>1</sup> to The Royal Bank of Scotland Plc (as trustee for the Secured Parties as referred to in the Security Agreement, the "**Security Agent**") all our rights in respect of [insert details of contract] (the "**Contract**").
- 2 We confirm that:
  - (b) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
  - (c) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.
- 3 We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs.
- 4 We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.
- 5 The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.
- 6 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 7 Please acknowledge receipt of this letter by sending the attached acknowledgement to the Security Agent at [address] marked for the attention of [•] with a copy to us.

---

<sup>1</sup> Delete as applicable.

.....  
(Authorised signatory)

**[name of relevant Mortgagor]**

**Part 2**

**Acknowledgement of counterparty**

To: The Royal Bank of Scotland Plc (as Security Agent)

Attn: [•]

Copy: [name of relevant Mortgagor]

[Date]

**Legal Mortgage dated [ ] between [name of relevant Mortgagor]  
and The Royal Bank of Scotland Plc (the "Security Agreement")**

- 1 We confirm receipt from [name of relevant Mortgagor] (the "**Mortgagor**") of a notice dated [ ] (the "**Notice**") of [an assignment]/[fixed charge]<sup>2</sup> on the terms of the Security Agreement of all the Mortgagor's rights in respect of [insert details of the contract] (the "**Contract**").
- 2 We confirm that we:
  - (d) accept the instructions contained in the Notice and agree to comply with the Notice;
  - (e) have not received notice of any prior security over, or the interest of any third party in, the Contract; and
  - (f) will give notices and make payments under the Contract as directed in the Notice.
- 3 This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

\*\*\*\*\*

(Authorised signatory)

**[Contract counterparty]**

<sup>2</sup> Delete as applicable.



**Signatories**

**Mortgagor**

**Executed as a deed by DAEJAN  
(KINGSTON) LIMITED** acting by a  
director in the presence of:

signature  
of witness

name

Address

Sarah Tate

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue, London

WC2H 8HR

signature

Benzion Schalom Eliezer Freshwater

print name

Director

**Executed as a deed by DAEJAN  
(WARWICK) LIMITED** acting by a  
director in the presence of:

signature  
of witness

name

Address

Sarah Tate

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue, London

WC2H 8HR

signature

Benzion Schalom Eliezer Freshwater

print name

Director

**Executed as a deed by DAEJAN  
(READING) LIMITED** acting by a  
director in the presence of:

signature  
of witness

name

Address

Sarah Tate

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue, London

WC2H 8HR

signature

Benzion Schalom Eliezer Freshwater

print name

Director

Executed as a deed by DAEJAN  
(WORCESTER) LIMITED acting by a  
director in the presence of:

signature  
of witness

name

Address

Sarah Tate

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue, London

WC2H 8HR

signature

Benzion Schalom Eliezer Freshwater

print name

Director

Executed as a deed by BAMPTON  
(B&B) LIMITED acting by a director in  
the presence of:

signature  
of witness

name

Address

Sarah Tate

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue, London

WC2H 8HR

signature

Benzion Schalom Eliezer Freshwater

print name

Director

Executed as a deed by DAEJAN  
(HIGH WYCOMBE) LIMITED acting  
by a director in the presence of:

signature  
of witness

name

Address

Sarah Tate

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue, London

WC2H 8HR

signature

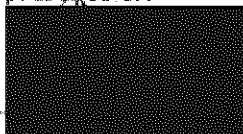
Benzion Schalom Eliezer Freshwater

print name

Director

Executed as a deed by **DAEJAN (DURHAM) LIMITED** acting by a director in the presence of:

signature  
of witness



name

Sarah Tate

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue, London

Address

WC2H 8HR

signature

Benzion Schalom Eliezer Freshwater

print name

Director

Executed as a deed by **DAEJAN INVESTMENTS LIMITED** acting by a director in the presence of:

signature  
of witness



name

Sarah Tate

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue, London

Address

WC2H 8HR

signature

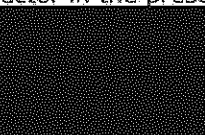
Benzion Schalom Eliezer Freshwater

print name

Director

Executed as a deed by **CITY & COUNTRY PROPERTIES LIMITED** acting by a director in the presence of:

signature  
of witness



name

Sarah Tate

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue, London

Address

WC2H 8HR

signature

Benzion Schalom Eliezer Freshwater

print name

Director

Executed as a deed by **DAEJAN INVESTMENTS (GROVE HALL) LIMITED** acting by a director in the presence of:

signature  
of witness

name

Address

Sarah Tate

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue, London  
WC2H 8HR

signature

Benzion Schalom Eliezer Freshwater

print name

Director

Executed as a deed by **SEAGLEN INVESTMENTS LIMITED** acting by a director in the presence of:

signature  
of witness

name

Address

Sara

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue, London  
WC2H 8HR

signature

Benzion Schalom Eliezer Freshwater

print name

Director

Executed as a deed by **ST LEONARDS PROPERTIES LIMITED** acting by a director in the presence of:

signature  
of witness

name

Address

Sa

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue, London  
WC2H 8HR

signature

Benzion Schalom Eliezer Freshwater

print name

Director



Executed as a deed by **BAMPTON  
PROPERTY GROUP LIMITED (THE)**  
acting by a director in the presence of:

signature  
of witness

name

Address

Sarah Tate

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue, London

WC2H 8HR

signature

Director

Benzion Schalom Eliezer Freshwater

print name

Executed as a deed by **BRICKFIELD  
PROPERTIES LIMITED** acting by a  
director in the presence of:

signature  
of witness

name

Address

Sarah

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue, London

WC2H 8HR

signature

Director

Benzion Schalom Eliezer Freshwater

print name

Executed as a deed by DAEJAN  
PROPERTIES LIMITED acting by a  
director in the presence of:

signature  
of witness

name Sarah

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue, London  
WC2H 8HR

Address

signature

Director

Benzion Schalom Eliezer Freshwater

print name

Executed as a deed by DAEJAN  
HOLDINGS LIMITED acting by a  
director in the presence of:

signature  
of witness

name Sara

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue,  
London WC2H 8HR

Address

signature

Director

Benzion Schalom Eliezer Freshwater

print name

Executed as a deed by ROSEBEL  
HOLDINGS LIMITED acting by a  
director in the presence of:

signature  
of witness

name S

print name of witness

Freshwater House, 158-162  
Shaftesbury Avenue,  
London WC2H 8HR

Address

signature

Director

Benzion Schalom Eliezer Freshwater

print name

**Security Agent**

**Signed by THE ROYAL BANK OF  
SCOTLAND PLC**

---