



**Registration of a Charge**

Company name: **U and I (Projects) Limited**

Company number: **02850465**



X5MG7IGY

Received for Electronic Filing: **23/12/2016**

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**Details of Charge**

Date of creation: **21/12/2016**

Charge code: **0285 0465 0007**

Persons entitled: **BARCLAYS BANK PLC (AS SECURITY TRUSTEE FOR THE FINANCE PARTIES (AS DEFINED IN THE SECURITY DOCUMENT))**

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**Authentication of Instrument**

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

Certified by:

**EDWARD FEAR**



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

Company number: 2850465

Charge code: 0285 0465 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2016 and created by U and I (Projects) Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2016 .

Given at Companies House, Cardiff on 28th December 2016

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**

DATED

21 DECEMBER

2016

**DEVELOPMENT SECURITIES (MAIDSTONE) LIMITED**  
as Chargor

-and-

**U AND I (PROJECTS) LIMITED**  
as Assignor

- and -

**BARCLAYS BANK PLC**  
as Security Agent

**SECURITY DOCUMENT**



Matter Ref: 1001BB.063995  
Ref: FEAREDWA/5455097

Hogan Lovells International LLP  
Atlantic House, Holborn Viaduct, London EC1A 2FG

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DATED

21 December

2016

**PARTIES**

- (1) **Development Securities (Maidstone) Limited** a private limited company registered in England and Wales (company number **09692347**) whose registered office is at 7A Howick Place, London, United Kingdom SW1P 1DZ (the "**Chargor**")
- (2) **U and I (Projects) Limited** a private limited company registered in England and Wales (company number 02850465) whose registered office is at 7A Howick Place, London, United Kingdom SW1P 1DZ (the "**Assignor**") (the Chargor and the Assignor are together the "**Security Providers**" and each a "**Security Provider**")
- (3) **Barclays Bank PLC** as security trustee for the Finance Parties (the "**Security Agent**").

**BACKGROUND**

- (A) The Finance Parties have agreed to advance or to continue to advance monies or otherwise arrange credit or afford other financial facilities to the Borrower and/or others on the security created by this Deed.
- (B) The Security Providers have agreed to charge certain of their assets as security to the Security Agent as set out in this Deed to secure the payment and discharge of the Liabilities.

**OPERATIVE PROVISIONS**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

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

"**Assigned Contracts**" means each of the Relevant Contracts;

"**Borrower**" means U and I Investments (UK) Limited a private limited company registered in England and Wales (company number 09907089) whose registered office is at 7A Howick Place, London, United Kingdom SW1P 1DZ;

"**Charged Assets**" means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them;

"**Contract Claims**" means:

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

**"Development Documents"** means any building contracts, sub-contracts, appointments, collateral warranties and other contracts entered into or to be entered into by the Chargor and in relation to the Property;

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

**"Facility Agreement"** means a facility agreement originally dated 6 January 2016 and made between amongst others the Security Agent (1) and the Borrower (2) (as amended by the amendment letter dated 1 November 2016 and made between, amongst others, the Agent and the Borrower and as further amended and restated by the amendment and restatement agreement dated on or about the date hereof and entered into between, amongst others, the Security Agent (1), the Borrower (2) and the Chargor (3)) and any other agreement entered into under or supplemental to it or amending, restating or novating it;

**"Finance Document"** shall have the meaning ascribed to it by the Facility Agreement;

**"Finance Party"** shall have the meaning ascribed to it by the Facility Agreement;

**"Insurance Policy"** means any policy of insurance in which the Chargor may at any time have an interest relating to the Property (but only to the extent applicable thereto);

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

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

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

**"Property"** means each property details of which are set out in Schedule 1 (*The Properties*) including all:

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future;
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it; and
- (c) easements, access rights, rights of way, wayleaves and rights attaching to it;

**"Receiver"** means any one or more receiver, administrator or receiver and manager or administrative receiver appointed by the Security Agent under this Deed (whether sole, joint and/or several and including any substitute);

**"Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements;

**"Related Rights"** means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) all monies and proceeds paid or payable in respect of that asset,

both present and future (including all rights against any trustee, nominee, fiduciary or clearing system);

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

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

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

**"Rent"** means all sums paid or payable to or for the benefit of the Chargor arising from the letting, use or occupation of all or any part of the Property, including, without limitation:

- (a) rents, licence fees and equivalent sums reserved or made payable;
- (b) sums received from any deposit held as security for performance of any tenant's obligations;
- (c) proceeds of insurance in respect of loss of rent or interest on rent;
- (d) receipts from or the value of consideration given for the grant, surrender or variation of any Occupational Lease;
- (e) any service charge payments;
- (f) proceeds paid for a breach of covenant or dilapidations under any Occupational Lease in relation to the Property and for expenses incurred in relation to any such breach;
- (g) any contribution to a sinking fund paid by an occupational tenant under an Occupational Lease;
- (h) any contribution by an occupational tenant of the Property to ground rent due under any lease out of which the Chargor derives its interest in the Property;
- (i) any payment from a guarantor or other surety in respect of any of the items listed in this definition;
- (j) interest, damages or compensation in respect of any of the items in this definition; and
- (k) any amount which represents VAT chargeable in respect of any such sum;



"**Sale Contract**" means the contract for the sale of the Property dated 17 October 2016 and entered into between the Chargor, Weston Homes PLC and the Assignor.

"**VAT**" means:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a) above, or imposed elsewhere.

## 1.2 Construction

- (a) Unless the contrary intention is expressed, all defined terms in the Facility Agreement have the same meaning here.
- (b) The construction provisions set out at clause 1.2 (*Construction*) of the Facility Agreement shall apply equally to this Deed.
- (c) If any provision of this Deed shall conflict with any term of the Facility Agreement then the relevant term of the Facility Agreement shall prevail.
- (d) The Chargor gives the same representations and undertakings to the Security Agent as given by it in clauses 19 (*Representations*), 22 (*General Undertakings*) and 23 (*Property Undertakings*) including clause 22.3 (*Negative pledge*) of the Facility Agreement in each case as if set out in full.
- (e) Clause 34 (*Set-off*) of the Facility Agreement is incorporated in this Deed as if set out in full and with necessary changes.

## 1.3 Disposition of Property

The terms of any other Finance Document and of any side letters between the parties to this Deed are incorporated into each Finance Document to the extent required for the purported disposition of the Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

## 2. COVENANT FOR PAYMENT

### 2.1 Covenant to pay

Subject to Clause 2.3 below, each Security Provider covenants with the Security Agent that it will:

- (a) on demand, pay and discharge each and all of the Liabilities when due; and
- (b) (without double counting any amount paid under any indemnity in any other Finance Document) indemnify and keep the each Finance Party indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any covenants or other obligations of the Chargor to that Finance Party.

## **2.2 Survival of obligations**

The payment obligations of the Chargor and the Assignor under the Finance Documents shall survive the enforcement of the whole or any part of the Charged Assets.

## **2.3 Limited recourse**

- (a) The liability of each of the Security Providers under or connection with this Deed is limited to the realisation value of their respective Charged Assets, and the only recourse the Finance Parties may have against the Security Providers is to their Charged Assets respectively.
- (b) For the avoidance of doubt, and without prejudice to the terms of this Clause 2.3, the obligations of the Security Providers hereunder are several.

## **3. SECURITY**

### **3.1 General**

All the security created under this Deed is created in favour of the Security Agent as continuing security for the payment and discharge of the Liabilities with full title guarantee.

### **3.2 Mortgage**

The Chargor charges the Property by way of mortgage.

### **3.3 Fixed charge**

The Chargor charges by way of fixed charge each of the following including all rights of enforcement of the same:

- (a) its interest in the Relevant Contracts (to the extent not assigned pursuant to Clause 3.4);
- (b) all fixtures, fittings, plant, machinery, manuals and other chattels present and future in respect of the Property and all guarantees and warranties in respect of any of them;
- (c) all easements, licences and other rights present and future relating to the Property; and
- (d) all Related Rights in respect of the above.

### **3.4 Assignment**

The Chargor assigns absolutely subject to the provisions of Clause 8 (*Discharge*) each of the following including all rights of enforcement of the same:

- (a) all of its rights, title, interest and benefit in and to the Assigned Contracts;
- (b) all of its rights, title, interest and benefit in and to the Sale Contract;
- (c) all of its rights, title, interest and benefit in and to the Contract Claims;
- (d) all Rent present and future;
- (e) the Disposal Proceeds;

- (f) insofar as they relate to the Property, all book debts and other debts present and future payable to the Chargor;
- (g) all monies payable to it under any Insurance Policies insofar as such policies relate to the Property (and then only to the extent applicable to the Property);
- (h) the benefit of the copyright and similar rights vested in it, present and future, in connection with the Property;
- (i) its interest from time to time in any VAT recoveries insofar as they relate to the Property; and
- (l) all Related Rights in respect of the above.

### 3.5 Assignor Assignment

The Assignor assigns absolutely, subject to the provisions of Clause 9 (Discharge), including all rights of enforcement of the same, all of its rights, title, interest and benefit in and to the Sale Contract.

### 3.6 Floating charge

The Chargor charges by way of floating charge all its assets, property and undertaking both present and future.

### 3.7 Application of charges

The charges created under this Deed expressed to be:

- (a) fixed charges, shall only apply to the extent that they create fixed security; and
- (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under this Deed.

## 4. CRYSTALLISATION OF FLOATING CHARGE

### 4.1 Crystallisation by notice

The Security Agent may at any time by notice in writing to the Chargor convert the floating charge created by Clause 3.6 (*Floating charge*) with immediate effect into a fixed charge as regards any Charged Assets specified in the notice if:

- (a) an Event of Default is continuing; or
- (b) the Security Agent considers that any of the Charged Assets may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of legal process.

### 4.2 Automatic crystallisation

Notwithstanding Clause 4.1 (*Crystallisation by notice*) and without prejudice to any law which may have a similar effect, the floating charge created by Clause 3.6 (*Floating charge*) will convert automatically with immediate effect into fixed charges as regards all the assets subject to the floating charge if:

- (a) the Chargor creates or attempts to create any Security Interest (other than any Security Interest created by the Security Documents) over any Charged Assets;

- (b) any steps are taken (including the giving of notice, the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or receiver in respect of the Chargor or over all or any part of its assets, or if such person is appointed;
- (c) any other floating charge over any of the Charged Assets crystallises; or
- (d) in any other circumstances prescribed by law.

#### **4.3 Letter of Non-Crystallisation**

Upon reasonable notice from the Chargor, and to the extent that there has been no conversion of the floating charge created by Clause 3.6 (*Floating charge*) into a fixed charge, the Security Agent shall provide the Chargor with a letter of confirmation confirming that the floating charge created by Clause 3.6 (*Floating charge*) has not been converted into a fixed charge.

#### **4.4 Negative Pledge**

The Security Providers shall not create or permit to subsist any Security Interest over the Charged Assets other than as permitted or consented to under the Facility Agreement.

### **5. PERFECTION OF SECURITY**

#### **5.1 Insolvency Act**

For the purposes of paragraph 43 of schedule A1 to the Insolvency Act 1986 nothing in this Deed shall provide for:

- (a) the obtaining of a moratorium in respect of a Security Provider pursuant to section 1A of the Insolvency Act 1986; or
- (b) anything done with a view to obtaining such a moratorium,

to be an event causing the floating charge created by this Deed to crystallise or causing restrictions which would not otherwise apply to being imposed on the disposal of property by a Security Provider or a ground for the appointment of a Receiver.

#### **5.2 Further assurance**

Each Security Provider shall execute and do at the Chargor's cost and in such form as is reasonably required by the Security Agent:

- (a) such further additional mortgages, charges, assignments, transfers and conveyances; and
- (b) such assurances, deeds, documents, acts and things,

in respect of the Charged Assets as the Security Agent may reasonably require to perfect or protect the security created by this Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with this Deed.

#### **5.3 Notices**

- (a) Following the occurrence of an Event of Default that is continuing (or, in relation to any notice in connection with the Sale Contract, following the occurrence of a

Default which is continuing) and if so instructed by the Security Agent, each Security Provider shall serve a notice in the form set out in Schedule 3 (*Part A – Notice of assignment or charge of contracts*) in respect of contracts charged or assigned pursuant to Clause 3 (*Security*).

- (b) Each Security Provider shall use reasonable endeavours to procure that the party to whom a notice served pursuant to Clause 5.3(a) is addressed completes and returns to the Security Agent an acknowledgment in the form of Part B of the relevant notice.

#### 5.4 Restriction

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

*"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 [●] in favour of Barclays Bank PLC referred to in the Charges Register (or its conveyancer)."*

### 6. RIGHTS OF ENFORCEMENT

#### 6.1 Enforcement

- (a) The Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.
- (b) The enforcement powers of the Security Agent in connection with this Deed shall be immediately exercisable:
  - (i) upon the occurrence of an Event of Default that is continuing; or
  - (ii) at the Security Agent's discretion, at the request of the Security Providers.
- (c) The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.
- (d) In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Security Agent or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred, and that the Liabilities are outstanding and have become due and that the floating charge created by this Deed has crystallised.

#### 6.2 Security Agent's and Receiver's powers and rights

- (a) Once this Deed has become enforceable under clause 6.1(b) above, the Security Agent shall have the power:
  - (i) to appoint a Receiver of the whole or any part of the Charged Assets and (so far as the law allows) to remove and/or substitute any such appointee;
  - (ii) to appropriate any Charged Assets in accordance with Clause 6.3 (*Right of appropriation*); and

- (iii) if this Deed contains a qualifying floating charge for the purposes of the Insolvency Act 1986, to appoint an administrator of the Chargor, and paragraph 14 of schedule B1 of the Insolvency Act 1986 shall apply to this Deed.
- (b) Once this Deed has become enforceable under clause 6.1(b) above, the Security Agent (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall have the power to exercise:
  - (i) all statutory and other powers and rights (including the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act 1986 whether or not the Security Agent and/or any Receiver is an administrative receiver); and
  - (ii) the powers and rights specified in Schedule 2 (*Security Agent's and Receiver's powers*),

and may exercise them in the name of the each Security Provider and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

### 6.3 Right of appropriation

To the extent that any of the Charged Assets constitute "financial collateral" and this Deed and the obligations of the Security Providers under it constitute a "financial collateral arrangement" (in each case as defined in, and for the purposes of, the Regulations), the Security Agent shall have the right, once this Deed has become enforceable under clause 6.1(b) above, to appropriate all or any part of it in or towards discharge of the Liabilities and transfer title in and to it to the Security Agent. For this purpose, the Parties agree that the value of the financial collateral so appropriated shall be:

- (a) in the case of cash, the amount standing to the credit of each account, together with any accrued but unpaid interest, at the time the right of appropriation is exercised; and
- (b) in the case of investments, the market price determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation.

In each case, the Parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

### 6.4 Receiver as agent

So far as the law allows, a Receiver shall be the agent of a Security Provider or the Security Providers, who shall be solely liable for his acts, defaults and remuneration, but the Security Agent shall be entitled to agree the fees and expenses of and the mode of payment to the Receiver.

### 6.5 Further powers

If a Security Provider defaults in the observance and performance of any obligation to the Security Agent, the Security Agent or its agents (without any of them becoming a

mortgagee in possession) may at any time (but shall not be obliged to) do such things as it considers necessary to remedy the default.

#### 6.6 **Power of attorney**

- (a) Each Security Provider by way of security irrevocably appoints the Security Agent and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Security Agent and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or the value of any of the Charged Assets and/or for the purpose of enforcing the performance of the Security Providers' obligations in connection with this Deed where a Security Provider has failed to perform such obligations.
- (b) Each Security Provider ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

#### 7. **APPLICATION OF RECEIPTS**

##### 7.1 **Priority of payment**

Subject to sums secured by charges having priority to the charges created by this Deed, all monies received by the Security Agent and/or any Receiver in the enforcement of this Deed shall (subject as follows) be applied in the following order, in payment:

- (a) **firstly**, of all fees, costs, charges, taxes, liabilities and expenses in relation to any enforcement of this Deed (including in relation to any Receiver whether on its own behalf or on behalf of the Security Providers or otherwise);
- (b) **secondly**, (in so far as not contemplated by Clause 7.1(a)) of all fees, costs, charges, taxes, liabilities and expenses and other sums of the Security Agent in relation to the Finance Documents; and
- (c) **finally**, to the Agent for distribution in accordance with the Facility Agreement.

##### 7.2 **Crediting to suspense account**

The Security Agent or any Receiver may credit any monies received from the enforcement of this Deed to any suspense account in any manner and for such period as the Security Agent or that Receiver thinks fit.

#### 8. **DISCHARGE**

- (a) If the Liabilities have been unconditionally and irrevocably paid, repaid and discharged in full, the Security Agent will, at the request and cost of the Security Providers, discharge this Deed.
- (b) No discharge will be of any effect if any security or payment given or made in respect of the Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.
- (c) Notwithstanding the foregoing, upon the unconditional and irrevocable repayment of the Loans made pursuant to Tranche B of the Facility following the disposal of

the Property in accordance with the Sale Contract, the Security Agent will, at the request and cost of the Security Providers, discharge this Deed.

**9. GENERAL PROVISIONS**

**9.1 Trust provisions**

The covenants, undertakings and representations made by the Security Providers under this Deed are made in favour of the Security Agent as Security Agent for the Finance Parties.

**9.2 Immediate recourse**

It shall not be necessary for the Security Agent before taking any enforcement under this Deed to enforce or seek to enforce any guarantee or other security or other rights whether from or against the Security Providers or any other person.

**9.3 Exercise of powers and liability**

- (a) This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Security Agent of any other security at any time held by the Security Agent.
- (b) The Security Agent may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security Interest against the Charged Assets and may settle and pay the accounts of the prior chargee (which shall be binding on each Security Provider). All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Security Providers to the Security Agent on demand.
- (c) None of the provisions of this Deed shall be deemed to impose on the Finance Parties or imply on their part any obligation or other liability in relation to the Charged Assets.

**9.4 Tacking**

Each Finance Party must perform its obligations under the Facility Agreement (including any obligation to make further advances).

**9.5 New Accounts**

On receiving notice that the whole or any part of the Charged Assets has been encumbered by any Security Interest or disposed of:

- (a) a Finance Party may close a Security Provider's then subsisting account and open a new account with that Security Provider, and (unless the relevant Finance Party gives that Security Provider written notice otherwise) shall be deemed to have done so;
- (b) all payments made to a Finance Party after that date will be credited (or be treated as having been credited) to the new account; and
- (c) no money credited or treated as credited to the new account shall reduce the Liabilities.



**9.6 Consolidation**

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to the security created by this Deed.

**9.7 Rights of third parties**

- (a) Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- (b) The Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

**9.8 Effect as a deed**

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

**9.9 Counterparts**

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

**10. Notices**

**10.1 Communications in writing**

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.

**10.2 Addresses**

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

- (a) in the case of a person which is a Party on the date of this Deed, that identified with its name below; or
- (b) in the case where a person becomes a Party after the date of this Deed, that notified in writing to the Security Agent on or prior to the date on which that person becomes a Party; or

any substitute address, fax number or department or officer as the Party may notify the Security Agent (or the Security Agent may notify a Security Provider if the change is made by the Security Agent) by not less than five Business Days' notice.

**10.3 Delivery**

- (a) Any communication or document made or delivered by one person to another person in connection with this Deed will only be effective:
  - (i) if by way of fax, when received in legible form; or

- (ii) if by way of letter, when it has been left at the relevant address or two 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 10.2 (*Addresses*), if addressed to that department or officer.

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

## **11. LAW AND JURISDICTION**

### **11.1 Governing law**

This Deed and any non-contractual obligations arising out of or in relation to this Deed, shall be governed by English law.

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

**SCHEDULE 1**

**The Properties**

<b>Property Description</b>
Freehold land at Springfield Park, Royal Engineers Road, Maidstone, Kent shown edged red on the plan attached at Schedule 4 and forming part of land registered at the Land Registry under title number K818886

## **SCHEDULE 2**

### **Security Agent's and Receiver's powers**

#### **1. CONDUCT OF BUSINESS**

##### **1.1 Carry on business**

To carry on, manage, develop, reconstruct, amalgamate, diversify and/or conduct the business of a Security Provider in respect of the Charged Assets and for such purpose to:

- (a) enter upon and take possession, get in, collect or otherwise assume control in respect of all or any of the Charged Assets; and/or
- (b) acquire any property, chattels, plant, machinery and materials.

##### **1.2 Formation of companies**

To promote the formation of companies with a view to the same purchasing, leasing, licensing or otherwise acquiring any of the Charged Assets and to arrange for such companies to trade or cease to trade in all cases.

##### **1.3 Compromise claims**

To compromise any claim relating to the Charged Assets.

##### **1.4 Borrowing and advancing**

To borrow, raise or advance money whether or not in priority to the Liabilities and with or without security.

##### **1.5 VAT**

To assume and exercise all or any of the power and rights conferred on a Security Provider in respect of its value added tax status, liabilities, advantages or arrangements as they relate to the Charged Assets.

##### **1.6 Employees**

So far as they relate to the Charged Assets, to:

- (a) enter into, adopt and/or terminate any contract of employment; and
- (b) employ solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, builders, workmen, stockbrokers and others.

#### **2. DEALING WITH A SECURITY PROVIDER'S ASSETS**

##### **2.1 Possession**

To enter upon and take possession of, get in, use and/or collect any Charged Asset.

##### **2.2 Payments**

To pay any rent or other outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership, occupation or use.

**2.3 Receipts**

To give receipts and releases for any sums received.

**2.4 Carry on works**

To undertake any works, demolition, building, reconstruction, improvement, repair or decoration in respect of any of the Charged Assets which consist of property, buildings, structures, plant, machinery or equipment as it thinks fit and whether or not in accordance with any obligations imposed by the Facility Agreement.

**2.5 Assumption of rights**

To assume, exercise, cancel and/or vary all or any of the powers and rights conferred on the Chargor under any Charged Asset.

**2.6 Insurance**

To effect insurances in respect of any Charged Asset on such terms as it thinks fit.

**2.7 Planning permissions and consents**

To obtain all necessary planning permissions, building regulation approvals and other permissions, consents or licences in relation to any development or use of the Charged Assets.

**2.8 Acquisition of property**

To acquire any adjoining property and/or easements, interests or estates in property and to grant easements and rights.

**2.9 Negotiation**

To negotiate and conclude reviews of rent and otherwise deal in relation to the Occupational Leases and the tenants' and guarantors' respective obligations under them.

**3. DISPOSALS**

**3.1 Selling**

To sell or otherwise realise and deal with, and transfer title to, the Charged Assets, in return for such consideration as it thinks fit and whether or not:

- (a) for immediate or deferred consideration;
  - (b) in return for a single payment or instalments; and
  - (c) for consideration wholly or partly in cash, property or securities in whatever form,
- and in all cases the terms of which shall bind any subsequent mortgagee.

**3.2 Leasing**

To grant, create or surrender any lease, tenancy, licence or other agreement relating to the disposal of or other dealing with the Charged Assets on such terms as it thinks fit and:

- (a) with or without any rent, review of rent, fine or premium; and

- (b) whether absolutely or for a term,
- and in all cases the terms of which shall bind any subsequent mortgagee.

#### 4. GENERAL

##### 4.1 General powers

To do or abstain from doing all such things as it considers necessary or desirable for perfecting, maintaining, preserving or enhancing the value of any of the Charged Assets or for or in connection with the enforcement of the Security created by this Deed or the realisation of any of the Charged Assets, whether or not in accordance with the Facility Agreement, including:

- (a) executing, delivering and completing all or any deeds or other documents;
- (b) using the name of the Chargor in connection with any of the purposes in this Schedule 2 (*Security Agent's and Receiver's powers*);
- (c) commencing, carrying out and completing any acts, matters, proceedings in relation to any Charged Asset as if it were the sole and absolute beneficial owner of the Charged Assets; and
- (d) obtaining, entering into and maintaining any bonds, covenants, commitments, engagements, guarantees and indemnities or other like arrangements.

##### 4.2 General

All its powers and discretions under this Deed shall be:

- (i) exercisable on such terms and conditions and otherwise as it may think fit; and
- (ii) as if it were the absolute and beneficial owner.

### SCHEDULE 3

#### Notices

##### Part A – Notice of assignment or charge of contract

From: [Details of Chargor] (the "**Chargor**")

To: [Details of Party to Contract]

Date: [●]

Dear Sirs

##### [Description of Relevant Document] (the "**Contract**")

We refer to:

1. the Contract; and
2. [security agreement] (the "**Security Deed**") dated [●] made between Barclays Bank PLC (the "**Security Agent**") (1) and [●] and the Chargor (2).

We give you notice that pursuant to the Security Deed, we have [charged/assigned by way of security]<sup>1</sup> all of our present and future right, title, interest and benefit in, under and to the Contract (including all [monies] [rent] payable to us under the Contract) to the Security Agent.

We irrevocably and unconditionally instruct and authorise you:

1. to make all payments in connection with the Contract as the Security Agent may direct. [Until you are notified otherwise by the Security Agent, the Security Agent directs such sums to be paid to [insert Chargor bank details]];
2. that all our rights in connection with the Contract are exercisable by (or with the consent of) the Security Agent. [Until you are notified otherwise by the Security Agent, the Security Agent directs that all such rights powers, discretions and remedies shall continue to be exercisable by us]; and
3. to disclose any information relating to the Contract which the Security Agent may from time to time request.

No amendment, waiver or release of any right or obligation in connection with the Contract and no termination or rescission of the Contract by us shall be effective without the prior written consent of the Security Agent and in any event no such termination or rescission shall be effective unless you have given notice to the Security Agent.

Notwithstanding anything in this notice or otherwise we (and not the Security Agent nor its appointees) shall be liable under the Contract to perform all the obligations assumed by us under it.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.

---

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

This letter shall be governed by and construed in accordance with the laws of England.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent.

Signed for and on behalf of the  
Chargor

\*\*\*\*\*

## Part B – Form of Acknowledgement

### ACKNOWLEDGEMENT

We, [\*\*\* Details of Party to the Contract\*\*\*] hereby acknowledge receipt of a Notice of Assignment/Charge of Contracts from [\*\*\*the Company\*\*\*] (the "**Chargor**") of which the attached is a copy (the "**Notice**")

We confirm that:

- (a) we have not received notice of any other [charge/assignment by way of security] of the interests described in the Notice;
- (b) we will not, without the prior written consent of the Security Agent, vary, rescind or otherwise alter or terminate the Contract or in any way prejudice the rights of the Security Agent and the beneficiaries under the Contract; and
- (c) we confirm that we will act in accordance with the instructions given by the Chargor in the Notice.

For and on behalf of

\*\*\*\*\*

[ \*\*\*Details of Party to the Contract\*\*\* ]

Dated



**Schedule 4**

**Plan**

Please see following page.




**LEGAL  
PLAY**

Land Registry Plans  
Contract Plan

Springfield Park  
Maxistore

SP/16/LP/02

Date  
October 2011

1:250  A3



The Western Group Business Center  
P.O. Box 1000, Toluca, Mexico, C.M. 22 500  
Tel: 01222 871333 Fax: 01222 873378  
Info@western-group.com

EXECUTION PAGE

Security Agent

Executed as a deed by **DAVID** <sup>LIBGRA</sup> as  
duly authorised signatory for and on  
behalf of **BARCLAYS BANK PLC** in the  
presence of

as authorised signatory

Witness' signature

Witness' address

1 CHURCHILL PLACE  
LONDON E14 5HP  
Occupation:  
BANKER

Address for notices: Level 27, 1 Churchill  
Place, Canary Wharf, London, E14 5HP

Fax: 0207 516 7671

Attn: Head of Commercial Real Estate -  
Asset Management / ESHLA - London  
Credit Product Operations

Chargor

Executed as a deed by **Development**  
**Securities (Maidstone) Limited**  
acting by a director in the presence of  
a witness

Director

Witness' signature

Witness' name

Witness' address

Attn:

Address:

Fax:

EXECUTION PAGE

Security Agent

Executed as a deed by                    as  
duly authorised signatory for and on  
behalf of **BARCLAYS BANK PLC** in the  
presence of

.....  
as authorised signatory

Witness' signature

Witness' address

Address for notices: Level 27, 1 Churchill  
Place, Canary Wharf, London, E14 5HP

Fax: 0207 516 7671

Occupation:

Attn: Head of Commercial Real Estate -  
Asset Management / ESHLA - London  
Credit Product Operations

Chargor

Executed as a deed by **Development**                    )  
**Securities (Maidstone) Limited**                    )  
acting by a director in the presence of                    )  
a witness

Director

Witness' signature

Witness' name

**Sarah Kelleher**

Witness' address

U and I Group PLC  
7A Howick Place  
London  
SW1P 1DZ

Attn: *Stewart Little*

Address: *7A Howick Place, London, W1P 1DZ*

Fax: *0207828 4999*

**Assignor**

Executed as a deed by **U and I** )  
**(Projects) Limited** acting by a director )  
in the presence of a witness )

Director

Witness' signature

Witness' name

Witness' address

Sarah Kelleher

U and I Group PLC  
7A Howick Place  
London  
SW1P 1DZ

Attn: *Stewart Whittle*

Address: *7A Howick Place, London, SW1P1DZ*

Fax: *0207828 4999*