



Registration of a Charge

Company name: **PENZANCE MARITIME HOLDINGS LIMITED**

Company number: **03145745**



X9Y5SY2P

Received for Electronic Filing: **12/02/2021**

Details of Charge

Date of creation: **03/02/2021**

Charge code: **0314 5745 0004**

Persons entitled: **LUCILE LANETTE DE SAVARY**

Brief description: **ALL THAT FREEHOLD PROPERTY AT PENZANCE DRYDOCK, WHARF ROAD, PENZANCE TR18 4BW AND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER CL114699**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **DOUGLAS STEWART OF ADAMS & REMERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3145745

Charge code: 0314 5745 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd February 2021 and created by PENZANCE MARITIME HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th February 2021 .

Given at Companies House, Cardiff on 15th February 2021

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 3 FEBRUARY 2021 ~~2020~~

PENZANCE MARITIME HOLDINGS LIMITED

and

LUCILE LANETTE DE SAVARY

LEGAL MORTGAGE

A dark, textured square logo with the text "Adams & Remers" in a light-colored serif font.

Adams & Remers

Commonwealth House
55-56 Pall Mall
London
SW1Y 5JH

Tel: 020 7024 3600
Fax: 020 7839 5244

CONTENTS

1	Definitions and interpretation	2
2	Covenant to pay	7
3	Grant of security	7
4	Perfection of security	8
5	Liability of the Company	8
6	Representations and warranties	8
7	General covenants	10
8	Property covenants	11
9	Powers of the Chargee	15
10	When security becomes enforceable	16
11	Enforcement of security	16
12	Receivers	18
13	Powers of Receiver	18
14	Delegation	20
15	Application of proceeds	21
16	Costs and indemnity	21
17	Further assurance	22
18	Power of attorney	22
19	Release	23
20	Assignment and transfer	23
21	Set-off	23
22	Amendments, waivers and consents	23
23	Severance	24
24	Counterparts	24
25	Third party rights	24
26	Further provisions	24
27	Notices	25
28	Governing law and jurisdiction	26
	SCHEDULE 1 Property	27

THIS DEED is dated on 3 FEBRUARY 2020 2021

BETWEEN:

- 1) **PENZANCE MARITIME HOLDINGS LIMITED** a company incorporated in England and Wales with company number 03145745 and whose registered office is at Minerva House, Lower Bristol Road, Bath BA2 9ER (the "**Company**");
- 2) **LUCILE LANETTE DE SAVARY** of Noddings Farm, Combe Lane, Chiddingfold, Surrey GU8 4XL (the "**Chargee**")

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

The following definitions apply in this Deed:

"Business Day" a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

"Charged Assets" all the assets, property and undertaking of the Company, which are, or are intended to be, subject to the Security created by, or pursuant to, this Deed (and references to the Charged Assets shall include references to any part of them).

"Default Rate" 6% per annum above the base rate of Barclays Bank plc from time to time.

"Delegate" any person appointed by the Chargee or any Receiver under clause 14 and any person appointed as attorney of the Chargee, Receiver or Delegate.

"Disruption Event"

- a) an event (not caused by, and outside the control of, either party) that materially disrupts the systems for payment or communication or the financial markets needed, in each case, to enable either payment to be made or transactions to be carried out under this deed or any document under which the Company owes obligations to the Chargee; or
- b) any other event (not caused by, and outside the control of, the party whose operations are disrupted), that results in disruption (of a technical or systems-related nature) to the treasury or payments operations of a party and which prevents either or both parties from (i) performing its payment obligations under this deed or any document under which the Company owes obligations to the Chargee; or (ii) communicating with the other party as required by the terms of this deed or any document under which the Company owes obligations to the Chargee.

"Environment" the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

"Environmental Law" all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.

"Environmental Licence" any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Assets.

"Event of Default" any of the following events:

- a) the Company fails to pay any of the Secured Liabilities when due, unless its failure to pay is caused solely by an administrative error or technical

problem and payment is made within three Business Days of its due date or by a Disruption Event and payment is made within three Business Days of its due date;

- b) the Company fails (other than a failure to pay referred to in paragraph (a) of this definition) to comply with any provision of this deed or any document under which the Company owes obligations to the Chargee and (if the Chargee considers, acting reasonably, that the default is capable of remedy) such default is not remedied within 14 days of the earlier of the Chargee notifying the Company of the default and the remedy required and the Company becoming aware of the default;
- c) any representation, warranty or statement made, repeated or deemed made by the Company to the Chargee is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made;
- d) the Company suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;
- e) any Financial Indebtedness is not paid when due nor within any originally applicable grace period;
- f) any Financial Indebtedness becomes due, or capable of being declared due and payable, before its stated maturity by reason of an event of default (however described);
- g) any commitment for any Financial Indebtedness is cancelled or suspended by a creditor of the Company by reason of an event of default (however described);
- h) any creditor of the Company becomes entitled to declare any Financial Indebtedness due and payable before its stated maturity by reason of an event of default (however described);
- i) the Company stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due;
- j) the Company commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors (excluding the Chargee) with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties);
- k) a moratorium is declared in respect of any indebtedness of the Company;
- l) any action, proceedings, procedure or step is taken in relation to the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Company;
- m) any action, proceedings, procedure or step is taken in relation to a composition, compromise, assignment or arrangement with any creditor of the Company;
- n) any action, proceedings, procedure or step is taken in relation to the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Company or any of its assets;
- o) the value of the Company's assets is less than its liabilities (taking into account contingent and prospective liabilities);
- p) any event occurs in relation to the Company similar to those set out in paragraphs (i) to (o) (inclusive) under the laws of any applicable jurisdiction;

- q) control of the Company's goods is taken or a distress, attachment, execution, expropriation, sequestration or other analogous legal process in any jurisdiction is levied, enforced or sued out on, or against, the Company's assets;
- r) any Security on or over the assets of the Company becomes enforceable;
- s) all or any part of this deed or any document under which the Company owes obligations to the Chargee is or becomes invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect or it becomes unlawful for any party to this deed or any document under which the Company owes obligations to the Chargee (other than the Chargee) to perform any obligation under this deed or that document;
- t) the Company repudiates or rescinds or shows an intention to repudiate or rescind this deed or any document under which the Company owes obligations to the Chargee; or
- u) any event occurs (or circumstances exist) that, in the reasonable opinion of the Chargee, has or is likely to materially and adversely affect the Company's ability to perform all or any of its obligations under, or otherwise comply with the terms of, this deed or any document under which the Company owes obligations to the Chargee.

"Financial Collateral" has the meaning given to that expression in the Financial Collateral Regulations.

"Financial Collateral Regulations" the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).

"Financial Indebtedness" any indebtedness of the Company for or in respect of:

- a) borrowing or raising money, including any premium and any capitalised interest on that money;
- b) any bond, note, loan stock, debenture, commercial paper or similar instrument;
- c) any acceptances under any acceptance credit (or dematerialised equivalent), bill discounting, note purchase or documentary credit facilities;
- d) monies raised by selling, assigning or discounting receivables or other financial assets on terms that recourse may be had to the Company if those receivables or financial assets are not paid when due;
- e) any deferred payment for assets or services acquired, other than trade credit that is given in the ordinary course of trade and which does not involve any deferred payment of any amount for more than 60 days;
- f) any capital balance outstanding under any finance lease;
- g) any counter-indemnity obligation in respect of any guarantee, bond, indemnity, standby letter of credit or other instrument issued by a third party in connection with the Company's performance of a contract;
- h) any other transaction that has the commercial effect of borrowing (including any forward sale or purchase agreement and any liabilities that are not shown as borrowed money on the Company's balance sheet because they are contingent, conditional or otherwise);
- i) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the marked to market value shall be taken into account); and

- j) any guarantee, counter-indemnity or other assurance against financial loss given by the Company for any indebtedness of the type referred to in any other paragraph of this definition incurred by any person.

When calculating Financial Indebtedness, no liability shall be taken into account more than once.

"Insurance Policy" each contract and policy of insurance effected or maintained by the Company from time to time relating to the Property.

"LPA 1925" the Law of Property Act 1925.

"Property" the freehold or leasehold property (whether registered or unregistered) owned by the Company described in Schedule 1.

"Receiver" a receiver or receiver and manager appointed by the Chargee under clause 12.

"Secured Liabilities" all present and future obligations and liabilities of the Company to the Chargee, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity and whether or not the Chargee was an original party to the relevant transaction and in whatever name or style, together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.

"Security" any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

"Security Financial Collateral Arrangement" has the meaning given to that expression in the Financial Collateral Regulations.

"Security Period" the period starting on the date of this Deed and ending on the date on which the Chargee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

"Valuation" any valuation relating to the Property supplied to the Chargee by the Company (or on its behalf).

"VAT" value added tax or any equivalent tax chargeable in the UK or elsewhere.

1.2 Interpretation

In this Deed:

- 1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this Deed;
- 1.2.2 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Deed shall be binding on, and enure to the benefit of, the parties to this Deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** includes fax but not email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to **this Deed** (or any provision of it) or to any other agreement or document referred to in this Deed is a reference to this Deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Deed) from time to time;
- 1.2.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed and a reference to a paragraph is to a paragraph of the relevant Schedule;
- 1.2.12 any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- 1.2.14 a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.15 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.16 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- 1.2.17 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- 1.2.18 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 **Clawback**

If the Chargee considers that an amount paid by the Company in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Company or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4 **Nature of security over real property**

A reference in this Deed to a **charge or mortgage of or over the Property** includes:

- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time;
- 1.4.2 the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Company in respect of the Property, and any monies paid or payable in respect of those covenants; and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.5 Perpetuity period

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.6 Schedules

The Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.

2 Covenant to pay

2.1 Covenant to pay

The Company shall, on demand, pay to the Chargee and discharge the Secured Liabilities when they become due.

2.2 Interest

The Company covenants with the Chargee to pay interest on any amounts due under clause 2.1 from day to day until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Company) at the Default Rate, provided that, in the case of any cost or expense, such interest shall accrue and be payable as from the date on which the relevant cost or expense arose without the necessity for any demand being made for payment.

3 Grant of security

3.1 Legal mortgage and fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee charges to the Chargee:

3.1.1 by way of a first legal mortgage, the Property; and

3.1.2 by way of a first fixed charge:

- (a) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy to the extent not effectively assigned under clause 3.2;
- (b) the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Assets and other documents to which the Company is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Assets or otherwise relating to the Charged Assets (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them); and
- (c) all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business carried on at the Property or the use of any Charged Asset, and all rights in connection with them.

3.2 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee assigns to the Chargee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Insurance Policy, including all claims, the proceeds of all claims and

all returns of premiums in connection with each Insurance Policy, provided that nothing in this clause 3.2 shall constitute the Chargee as mortgagee in possession.

4 Perfection of security

4.1 Registration of legal mortgage at the Land Registry

The Company consents to an application being made by the Chargee to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of Lucile Lanette de Savary referred to in the charges register or their conveyancer [or specify appropriate details]."

4.2 Cautions against first registration and notices

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Company's title to the Property, the Company shall immediately provide the Chargee with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Deed, the Company shall immediately, and at its own expense, take such steps as the Chargee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

5 Liability of the Company

5.1 Liability not discharged

The Company's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 5.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 5.1.2 the Chargee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 5.1.3 any other act or omission that, but for this clause 5.1, might have discharged, or otherwise prejudiced or affected, the liability of the Company.

5.2 Immediate recourse

The Company waives any right it may have to require the Chargee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Company.

6 Representations and warranties

6.1 Times for making representations and warranties

The Company makes the representations and warranties set out in this clause 6 to the Chargee on each day during the Security Period.

6.2 Ownership of Charged Assets

The Company is the sole legal and beneficial owner of the Charged Assets and has good, valid and marketable title to the Property.

6.3 No Security

The Charged Assets are free from any Security other than the Security created by this Deed.

6.4 No adverse claims

The Company has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Assets or any interest in them.

6.5 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Charged Assets.

6.6 No breach of laws

There is no breach of any law or regulation that materially and adversely affects the Charged Assets.

6.7 No interference in enjoyment

No facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use.

6.8 No overriding interests

Nothing has arisen, has been created or is subsisting, that would be an overriding interest in the Property.

6.9 No prohibitions or breaches

There is no prohibition on the Company assigning its rights in any of the Charged Assets referred to in clause 3.2 and the entry into of this Deed by the Company does not, and will not, constitute a breach of any policy, agreement, document, instrument or obligation binding on the Company or its assets.

6.10 Environmental compliance

The Company has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Licences.

6.11 Information for Valuations

6.11.1 All written information supplied by the Company or on its behalf for the purpose of each Valuation and Certificate of Title was true and accurate in all material respects at its date or at the date (if any) on which it was stated to be given.

6.11.2 The information referred to in clause 6.11.1 was, at its date or at the date (if any) on which it was stated to be given, complete and the Company did not omit to supply any information that, if disclosed, would adversely affect the Valuation.

6.11.3 In the case of the first Valuation only, nothing has occurred since the date the information referred to in clause 6.11.1 was supplied and the date of this Deed that would adversely affect such Valuation.

6.12 Avoidance of security

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Company or otherwise.

6.13 Enforceable security

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Company and is, and will continue to be, effective security over all and every part of the Charged Assets in accordance with its terms.

7 General covenants

7.1 Negative pledge and disposal restrictions

The Company shall not at any time, except with the prior written consent of the Chargee:

- 7.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Charged Asset other than any Security created by this Deed;
- 7.1.2 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Assets; or
- 7.1.3 create or grant (or purport to create or grant) any interest in the Charged Assets in favour of a third party.

7.2 Preservation of Charged Assets

The Company shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Deed.

7.3 Compliance with laws and regulations

- 7.3.1 The Company shall not, without the Chargee's prior written consent, use or permit the Charged Assets to be used in any way contrary to law.
- 7.3.2 The Company shall:
 - (a) comply with the requirements of any law or regulation relating to or affecting the Charged Assets or the use of them or any part of them;
 - (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Assets or their use or that are necessary to preserve, maintain or renew any Charged Asset; and
 - (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Charged Assets.

7.4 Enforcement of rights

The Company shall use its best endeavours to:

- 7.4.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Company and forming part of the Charged Assets of the covenants and other obligations imposed on such counterparty; and
- 7.4.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Assets that the Chargee may require from time to time.

7.5 Notice of misrepresentation and breach

The Company shall, promptly on becoming aware of any of the same, notify the Chargee in writing of:

- 7.5.1 any representation or warranty set out in this Deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
- 7.5.2 any breach of any covenant set out in this Deed.

7.6 Title documents

The Company shall, on the execution of this Deed, deposit with the Chargee and the Chargee shall, for the duration of this Deed, be entitled to hold:

7.6.1 all deeds and documents of title relating to the Charged Assets that are in the possession or control of the Company (and if these are not within the possession or control of the Company, the Company undertakes to obtain possession of all these deeds and documents of title); and

7.6.2 each Insurance Policy.

7.7 Notification of default

The Company shall notify the Chargee of any Event of Default or any event or circumstance which would, on the giving of notice, expiry of any grace period, making of any determination under this deed or any document under which the Company owes obligations to the Chargee or satisfaction of any other condition (or any combination thereof), become an Event of Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.

7.8 Authorisations

The Company shall promptly obtain all consents and authorisations necessary under any law or regulation (and do all that is needed to maintain them in full force and effect) to enable it to perform its obligations under this deed and to ensure the legality, validity, enforceability and admissibility in evidence of this deed in its jurisdiction of incorporation.

7.9 Compliance with law

The Company shall comply in all respects with all laws to which it may be subject, if failure to do so would materially impair its ability to perform its obligations under this deed.

7.10 Change of business

The Company shall not make any substantial change to the general nature or scope of its business as carried on at the date of this deed.

7.11 Information

The Company shall supply to the Chargee:

7.11.1 details of any litigation, arbitration or administrative proceedings that are current, threatened or pending against the Company as soon as it becomes aware of them and which might, if adversely determined, have a material adverse effect on its business, assets or condition, or its ability to perform its obligations under this deed or any document under which the Company owes obligations to the Chargee; and

7.11.2 promptly, any further information about the financial condition, assets, business and operations of the Company as the Chargee may reasonably request.

8 Property covenants

8.1 Repair and maintenance

The Company shall keep all premises, and fixtures and fittings on the Property, in good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings that have become worn out or otherwise unfit for use with others of a like nature and equal value.

8.2 No alterations

8.2.1 The Company shall not, without the prior written consent of the Chargee:

- (a) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or
- (b) make or permit to be made any material alterations to the Property or sever or remove, or permit to be severed or removed, any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with clause 8.1).

8.2.2 The Company shall promptly give notice to the Chargee if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.

8.3 **Development restrictions**

The Company shall not, without the prior written consent of the Chargee:

- 8.3.1 make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or
- 8.3.2 carry out, or permit or suffer to be carried out, on the Property any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit, or suffer to be changed, the use of the Property.

8.4 **Insurance**

8.4.1 The Company shall insure and keep insured the Charged Assets against:

- (a) loss or damage by fire or terrorist acts, including any third-party liability arising from such acts;
- (b) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Company; and
- (c) any other risk, perils and contingencies as the Chargee may reasonably require.

8.4.2 Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Chargee and must include property owners' public liability and third party liability insurance and be for not less than the replacement value of the relevant Charged Asset (meaning, in the case of any premises on the Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least three years, including provision for increases in rent during the period of insurance.

8.4.3 The Company shall, if requested by the Chargee, produce to the Chargee each policy, certificate or cover note relating to any insurance required by clause 8.4.1.

8.4.4 The Company shall, if requested by the Chargee, procure that a note of the Chargee's interest is endorsed on each Insurance Policy (other than public liability and third party liability insurances) effected or maintained by it or any person on its behalf in accordance with clause 8.4.1 but without the Chargee having any liability for any premium in relation to those Insurance Policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.

8.5 **Insurance premiums**

The Company shall:

8.5.1 promptly pay all premiums in respect of each Insurance Policy required by clause 8.4.1 and do all other things necessary to keep that policy in full force and effect; and

8.5.2 (if the Chargee so requires) give to the Chargee copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy required by clause 8.4.1.

8.6 No invalidation of insurance

The Company shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy required by clause 8.4.1.

8.7 Proceeds from Insurance Policies

All monies payable under any Insurance Policy required by clause 8.4.1 shall (whether or not the security constituted by this Deed has become enforceable):

8.7.1 be paid immediately to the Chargee;

8.7.2 if they are not paid directly to the Chargee by the insurers, be held, pending such payment, by the Company as trustee of the same for the benefit of the Chargee; and

8.7.3 at the option of the Chargee, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities

8.8 Leases and licences affecting the Property

The Company shall not, without the prior written consent of the Chargee:

8.8.1 grant any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);

8.8.2 in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property);

8.8.3 let any person into occupation, or share occupation, of the whole or any part of the Property; or

8.8.4 grant any consent or licence under any lease or licence affecting the Property.

8.9 No restrictive obligations

The Company shall not, without the prior written consent of the Chargee, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property.

8.10 Proprietary rights

The Company shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Chargee.

8.11 Compliance with and enforcement of covenants

The Company shall:

- 8.11.1 observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Chargee so requires) produce to the Chargee evidence sufficient to satisfy the Chargee that those covenants, stipulations and conditions have been observed and performed; and
- 8.11.2 diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.
- 8.12 Notices or claims relating to the Property**
- 8.12.1 The Company shall:
- (a) give full particulars to the Chargee of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a Notice) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and
 - (b) (if the Chargee so requires) immediately, and at the cost of the Company, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Chargee in making, any objections or representations in respect of that Notice that the Chargee thinks fit.
- 8.12.2 The Company shall give full particulars to the Chargee of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.
- 8.13 Payment of outgoings**
- The Company shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.
- 8.14 Environment**
- The Company shall in respect of the Property:
- 8.14.1 comply in all material respects with all the requirements of Environmental Law; and
- 8.14.2 obtain and comply in all material respects with all Environmental Licences.
- 8.15 Conduct of business on Property**
- The Company shall carry on its trade and business on those parts (if any) of the Property as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in such trade or business.
- 8.16 Inspection**
- The Company shall permit the Chargee, any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice.
- 8.17 VAT option to tax**
- The Company shall not, without the prior written consent of the Chargee:
- 8.17.1 exercise any VAT option to tax in relation to the Property; or
- 8.17.2 revoke any VAT option to tax exercised, and disclosed to the Chargee in writing, before the date of this Deed.

9 Powers of the Chargee

9.1 Power to remedy

- 9.1.1 The Chargee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Company of any of its obligations contained in this Deed.
- 9.1.2 The Company irrevocably authorises the Chargee and its agents to do all things that are necessary or desirable for that purpose.
- 9.1.3 Any monies expended by the Chargee in remedying a breach by the Company of its obligations contained in this Deed shall be reimbursed by the Company to the Chargee on a full indemnity basis and shall carry interest in accordance with clause 16.1.
- 9.1.4 In remedying any breach in accordance with this clause 9.1, the Chargee, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Chargee may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

9.2 Exercise of rights

The rights of the Chargee under clause 9.1 are without prejudice to any other rights of the Chargee under this Deed. The exercise of any rights of the Chargee under this Deed shall not make the Chargee liable to account as a mortgagee in possession.

9.3 Chargee has Receiver's powers

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

9.4 Conversion of currency

- 9.4.1 For the purpose of, or pending, the discharge of any of the Secured Liabilities, the Chargee may convert any monies received, recovered or realised by it under this Deed (including the proceeds of any previous conversion under this clause 9.4) from their existing currencies of denomination into any other currencies of denomination that the Chargee may think fit.
- 9.4.2 Any such conversion shall be effected at the Chargee's bank then prevailing spot selling rate of exchange for such other currency against the existing currency.
- 9.4.3 Each reference in this clause 9.4 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

9.5 New accounts

- 9.5.1 If the Chargee receives, or is deemed to have received, notice of any subsequent Security or other interest, affecting all or part of the Charged Assets, the Chargee may open a new account for the Company in the Chargee's books. Without prejudice to the Chargee's right to combine accounts, no money paid to the credit of the Company in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 9.5.2 If the Chargee does not open a new account immediately on receipt of the notice, or deemed notice, referred to in clause 9.5.1, then, unless the Chargee gives express written notice to the contrary to the Company, all

payments made by the Company to the Chargee shall be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Chargee.

9.6 Indulgence

The Chargee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this Deed (whether or not any such person is jointly liable with the Company) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Deed or to the liability of the Company for the Secured Liabilities.

10 When security becomes enforceable

10.1 Security becomes enforceable on Event of Default

The security constituted by this Deed shall become immediately enforceable if an Event of Default occurs.

10.2 Discretion

After the security constituted by this Deed has become enforceable, the Chargee may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Assets.

11 Enforcement of security

11.1 Enforcement powers

11.1.1 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.

11.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall be immediately exercisable at any time after the security constituted by this Deed has become enforceable under clause 10.1.

11.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

11.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Chargee and any Receiver, at any time after the security constituted by this Deed has become enforceable, whether in its own name or in that of the Company, to:

11.2.1 grant a lease or agreement for lease;

11.2.2 accept surrenders of leases; or

11.2.3 grant any option in respect of the whole or any part of the Property with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Company, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender), as the Chargee or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

11.3 Redemption of prior Security

11.3.1 At any time after the security constituted by this Deed has become enforceable, or after any powers conferred by any Security having priority to this Deed shall have become exercisable, the Chargee may:

(a) redeem any prior Security over any Charged Asset;

- (b) procure the transfer of that Security to itself; and
- (c) settle and pass the accounts of the holder of any prior Security (and any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Company).

11.3.2 The Company shall pay to the Chargee immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this Deed as part of the Secured Liabilities.

11.4 Protection of third parties

No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or any Delegate shall be concerned to enquire:

- 11.4.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- 11.4.2 whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or
- 11.4.3 how any money paid to the Chargee, any Receiver or any Delegate is to be applied.

11.5 Privileges

Each Receiver and the Chargee is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

11.6 No liability as mortgagee in possession

Neither the Chargee nor any Receiver or Delegate shall be liable, by reason of entering into possession of a Charged Asset or for any other reason, to account as mortgagee in possession in respect of all or any of the Charged Assets, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.

11.7 Relinquishing possession

If the Chargee, any Receiver or Delegate enters into or takes possession of a Charged Asset, it or he/she may at any time relinquish possession.

11.8 Conclusive discharge to purchasers

The receipt of the Chargee, or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Assets or in making any acquisition in the exercise of their respective powers, the Chargee, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.

11.9 Right of appropriation

11.9.1 To the extent that:

- (a) the Charged Assets constitute Financial Collateral; and
- (b) this Deed and the obligations of the Company under it constitute a Security Financial Collateral Arrangement,

the Chargee shall have the right, at any time after the security constituted by this Deed has become enforceable, to appropriate all or any of those Charged Assets in or towards the payment or discharge of the Secured Liabilities in any order that the Chargee may, in its absolute discretion, determine.

11.9.2 The value of any Charged Assets appropriated in accordance with this clause shall be, in the case of cash, the amount standing to the credit of

the Rent Account, together with any accrued but unpaid interest, at the time the right of appropriation is exercised.

- 11.9.3 The Company agrees that the method of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

12 Receivers

12.1 Appointment

At any time after the security constituted by this Deed has become enforceable, or at the request of the Company, the Chargee may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Charged Assets.

12.2 Removal

The Chargee may, without further notice, from time to time, by way of deed, or otherwise in writing, 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.

12.3 Remuneration

The Chargee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this Deed, to the extent not otherwise discharged.

12.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Chargee under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

12.5 Power of appointment exercisable despite prior appointments

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Chargee despite any prior appointment in respect of all or any part of the Charged Assets.

12.6 Agent of the Company

Any Receiver appointed by the Chargee under this Deed shall be the agent of the Company and the Company shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Company goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargee.

13 Powers of Receiver

13.1 Powers additional to statutory powers

- 13.1.1 Any Receiver appointed by the Chargee under this Deed shall, in addition to the rights, powers and discretions conferred on him/her by statute, have the rights, powers and discretions set out in clause 13.2 to clause 13.20.
- 13.1.2 A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether he/she is an administrative receiver or not.
- 13.1.3 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.

- 13.1.4 Any exercise by a Receiver of any of the powers given by clause 13 may be on behalf of the Company, the directors of the Company or himself/herself.

13.2 Repair and develop the Property

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

13.3 Grant or accept surrenders of leases

A Receiver may grant, or accept, surrenders of any leases or tenancies affecting the Property on any terms, and subject to any conditions, that he/she thinks fit.

13.4 Employ personnel and advisers

13.4.1 A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that he/she thinks fit.

13.4.2 A Receiver may discharge any such person or any such person appointed by the Company.

13.5 Make and revoke VAT options to tax

A Receiver may make, exercise or revoke any VAT option to tax as he/she thinks fit.

13.6 Charge for remuneration

A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him/her) that the Chargee may prescribe or agree with him/her.

13.7 Take possession

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

13.8 Manage or reconstruct the Company's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Company carried out at the Property.

13.9 Dispose of Charged Assets

A Receiver may grant options and licences over all or any part of the Charged Assets, grant any other interest or right over, sell, exchange, assign or lease (or concur in granting options and licences over all or any part of the Charged Assets, granting any other interest or right over, selling, exchanging, assigning or leasing) all or any of the Charged Assets in respect of which he/she is appointed for such consideration and in such manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as he/she thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Assets to be disposed of by him/her.

13.10 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Company.

13.11 Give valid receipts

A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Charged Assets.

13.12 Make settlements

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

13.13 Bring legal action

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Assets as he/she thinks fit.

13.14 Insure

A Receiver may, if he/she thinks fit, but without prejudice to the indemnity in clause 16.2, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Company under this Deed.

13.15 Form subsidiaries

A Receiver may form a subsidiary of the Company and transfer to that subsidiary any Charged Asset.

13.16 Borrow

A Receiver may, for whatever purpose he/she thinks fit, raise and borrow money either unsecured or on the security of all or any of the Charged Assets in respect of which he/she is appointed on any terms that he/she thinks fit (including, if the Chargee consents, terms under which that security ranks in priority to this Deed).

13.17 Redeem prior Security

A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Company, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

13.18 Delegation

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

13.19 Absolute beneficial owner

A Receiver may, in relation to any of the Charged Assets, exercise all powers, authorisations and rights he/she would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do in the ownership and management of all or any part of the Charged Assets.

13.20 Incidental powers

A Receiver may do any other acts and things that he/she:

13.20.1 may consider desirable or necessary for realising any of the Charged Assets;

13.20.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this Deed or law; or

13.20.3 lawfully may or can do as agent for the Company.

14 Delegation

14.1 Delegation

The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it or him/her by this Deed (including the power of attorney granted under clause 18.1).

14.2 Terms

The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it or he/she thinks fit.

14.3 Liability

Neither the Chargee nor any Receiver shall be in any way liable or responsible to the Company for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

15 Application of proceeds

15.1 Order of application of proceeds

All monies received or recovered by the Chargee, a Receiver or a Delegate under this Deed or in connection with the realisation or enforcement of all or part of the security constituted by this Deed (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Chargee's right to recover any shortfall from the Company):

- 15.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Chargee (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;
- 15.1.2 in or towards payment of the Secured Liabilities in any order and manner that the Chargee determines; and
- 15.1.3 in payment of the surplus (if any) to the Company or other person entitled to it.

15.2 Appropriation

Neither the Chargee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

15.3 Suspense account

All monies received by the Chargee, a Receiver or a Delegate under this Deed (other than sums received under any Insurance Policy that are not going to be applied in or towards discharge of the Secured Liabilities):

- 15.3.1 may, at the discretion of the Chargee, Receiver or Delegate, be credited to a suspense account;
- 15.3.2 shall bear interest, if any, at the rate agreed in writing between the Chargee and the Company; and
- 15.3.3 may be held in that account for so long as the Chargee, Receiver or Delegate thinks fit.

16 Costs and indemnity

16.1 Costs

The Company shall, within five Business Days of demand, pay to, or reimburse, the Chargee and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Chargee, any Receiver or any Delegate in connection with:

- 16.1.1 this Deed or the Charged Assets;

16.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's, a Receiver's or a Delegate's rights under this Deed; or

16.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Company) at the Default Rate.

16.2 Indemnity

16.2.1 The Company shall indemnify the Chargee, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Charged Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or
- (c) any default or delay by the Company in performing any of its obligations under this Deed.

16.2.2 Any past or present employee or agent may enforce the terms of this clause 16.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

17 Further assurance

The Company shall promptly, at its own expense, take whatever action the Chargee or any Receiver may reasonably require for:

- 17.1 creating, perfecting or protecting the security created or intended to be created by this Deed;
- 17.2 facilitating the realisation of any Charged Asset; or
- 17.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Chargee or any Receiver in respect of any Charged Asset,

including, without limitation the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Assets (whether to the Chargee or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, the Chargee may consider necessary or desirable.

18 Power of attorney

18.1 Appointment of attorneys

By way of security, the Company irrevocably appoints the Chargee, every Receiver and every Delegate separately to be the attorney of the Company and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- 18.1.1 the Company is required to execute and do under this Deed; or

- 18.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Chargee, any Receiver or any Delegate.

18.2 Ratification of acts of attorneys

The Company ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 18.1.

19 Release

Subject to clause 26.3, at the end of the Security Period, the Chargee shall, at the request and cost of the Company, take whatever action is necessary to:

- 19.1 release the Charged Assets from the security constituted by this Deed; and
19.2 reassign the Charged Assets to the Company.

20 Assignment and transfer

20.1 Assignment by Chargee

- 20.1.1 At any time, without the consent of the Company, the Chargee may assign or transfer any or all of its rights and obligations under this Deed.
20.1.2 The Chargee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Company, the Charged Assets and this Deed that the Chargee considers appropriate.

20.2 Assignment by the Company

The Company may not assign any of its rights, or transfer any of its rights or obligations, under this Deed.

21 Set-off

21.1 Chargee's right of set-off

The Chargee may at any time set off any liability of the Company to the Chargee against any liability of the Chargee to the Company, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Deed. If the liabilities to be set off are expressed in different currencies, the Chargee may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Chargee of its rights under this clause 21.1 shall not limit or affect any other rights or remedies available to it under this Deed or otherwise.

21.2 Exclusion of the Company's right of set-off

All payments made by the Company to the Chargee under this Deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

22 Amendments, waivers and consents

22.1 Amendments

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

22.2 Waivers and consents

- 22.2.1 A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

- 22.2.2 A failure or delay by a party to exercise any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Chargee shall be effective unless it is in writing.

22.3 Rights and remedies

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

23 Severance

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

24 Counterparts

- 24.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- 24.2 Transmission of an executed counterpart of this Deed (but for the avoidance of doubt not just a signature page) by fax or email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 24.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

25 Third party rights

- 25.1 Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 25.2 The rights of the parties to rescind or agree any amendment or waiver under this Deed are not subject to the consent of any other person.

26 Further provisions

26.1 Independent security

The security constituted by this Deed shall be in addition to, and independent of, any other security or guarantee that the Chargee may hold for any of the Secured Liabilities at any time. No prior security held by the Chargee over the whole or any part of the Charged Assets shall merge in the security created by this Deed.

26.2 Continuing security

The security constituted by this Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Chargee discharges this Deed in writing.

26.3 Discharge conditional

Any release, discharge or settlement between the Company and the Chargee shall be deemed conditional on no payment or security received by the Chargee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- 26.3.1 the Chargee or its nominee may retain this Deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Charged Assets, for any period that the Chargee deems necessary to provide the Chargee with security against any such avoidance, reduction or order for refund; and
- 26.3.2 the Chargee may recover the value or amount of such security or payment from the Company subsequently as if the release, discharge or settlement had not occurred.

26.4 Certificates

A certificate or determination by the Chargee as to any amount for the time being due to it from the Company under this Deed shall be, in the absence of any manifest error, conclusive evidence of the amount due.

26.5 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Deed.

27 Notices

27.1 Delivery

Any notice or other communication given to a party under or in connection with this Deed shall be:

- 27.1.1 in writing;
- 27.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- 27.1.3 sent to:
 - (a) the Company at its registered office from time to time
Attention: Lucile Lanette de Savary
 - (b) the Chargee at Noddings Farm, Combe Lane, Chiddingfold, Surrey GU8 4XLor to any other address or fax number as is notified in writing by one party to the other from time to time.

27.2 Receipt by the Company

Any notice or other communication that the Chargee gives to the Company shall be deemed to have been received:

- 27.2.1 if delivered by hand, at the time it is left at the relevant address;
- 27.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- 27.2.3 if sent by fax, when received in legible form.

A notice or other communication given as described in clause 27.2.1 or clause 27.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

27.3 Receipt by Chargee

Any notice or other communication given to the Chargee shall be deemed to have been received only on actual receipt.

27.4 Service of proceedings

This clause 27 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

27.5 No notice by email

A notice or other communication given under or in connection with this Deed is not valid if sent by email.

28 Governing law and jurisdiction

28.1 Governing law

This Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

28.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Deed or its subject matter or formation. Nothing in this clause shall limit the right of the Chargee to take proceedings against the Company in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

28.3 Other service

The Company irrevocably consents to any process in any legal action or proceedings under clause 28.2 being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

This agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

Property

All that freehold property at Penzance Drydock, Wharf Road, Penzance TR18 4BW and registered at the Land Registry under title number CL114699

SIGNED (but not delivered until the date hereof) as a **DEED**
by **PENZANCE MARITIME HOLDINGS LIMITED** acting by
a director and a director/secretary

Director's Signature

Name (in block capitals)


LUCILLE LANETTE DE SAVARY

Director's/Secretary's Signature

Name (in block capitals)


JOSEPH KEEFE


SIGNED (but not delivered until the date hereof) as a **DEED**
by **LUCILE LANETTE DE SAVARY**
in the presence of:

Witness' Signature

Full name
(in block capitals)

Address

Occupation


JOSEPH KEEFE
SUITE 202
34 SOUTH MOLTON STREET
LONDON W1K 5RG
CHARTERED ACCOUNTANT