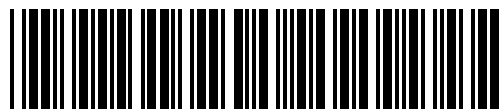




**Registration of a Charge**

Company Name: **THE BANK OF NEW YORK MELLON (INTERNATIONAL) LIMITED**

Company Number: **03236121**



Received for filing in Electronic Format on the: **11/08/2022**

XBA5U9Y1

**Details of Charge**

Date of creation: **03/08/2022**

Charge code: **0323 6121 0006**

Persons entitled: **SOLUTUS ADVISORS LIMITED (AS SECURITY AGENT)**

Brief description: **ALL THE COMPANY'S INTELLECTUAL PROPERTY AND REAL PROPERTY, INCLUDING, AMONGST OTHERS, THE LEASEHOLD PROPERTY KNOWN AS FIVEWAYS LEISURE PARK, FIVEWAYS LEISURE CENTRE, BIRMINGHAM REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBERS WM680112, WM733265 & WM770518 AND THE FURTHER PROPERTIES AS SET OUT IN SCHEDULE 1. FOR FURTHER DETAILS PLEASE REFER TO THE INSTRUMENT.**

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**Contains negative pledge.**

**Chargor acting as a bare trustee for the property.**

**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: **SARAH BUTTERWORTH, FOR AND ON BEHALF OF WOMBLE BOND DICKINSON (UK) LLP**



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

Company number: 3236121

Charge code: 0323 6121 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2022 and created by THE BANK OF NEW YORK MELLON (INTERNATIONAL) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th August 2022 .

Given at Companies House, Cardiff on 15th August 2022

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**

3 August 2022

## Security Agreement

The Bank of New York Mellon (International) Limited acting solely in its capacity as depositary and not otherwise of AEW UK Real Estate Fund, solely in relation to its sub-fund the AEW UK Core Plus Property Fund (as Company) <sup>(1)</sup>

AEW UK Real Estate Fund in relation to its sub-fund the AEW UK Core Plus Property Fund (as Borrower) <sup>(2)</sup> and  
Solutus Advisors Limited (as Security Agent) <sup>(3)</sup>

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*This Deed shall only apply to the extent of, and in relation to, the assets which are held by the Company acting solely in its capacity as depositary for the Borrower solely in relation to the Sub-Fund (as defined below) but not otherwise*

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DATE

3 August 2022

## PARTIES

- (1) **The Bank of New York Mellon (International) Limited** a company incorporated in England and Wales with company number 03236121 whose registered office is at 1 Canada Square, London, E14 5AL and acting in its capacity as depositary for and on behalf of the Borrower (as defined below) (**Company**).
- (2) **AEW UK Real Estate Fund** an open-ended investment company with variable capital incorporated in England and Wales (company number IC000974) and authorised by the Financial Conduct Authority whose registered office is at 33 Jermyn Street, London, SW1Y 6DN (the **Umbrella Company**), solely in relation to its sub-fund the **AEW UK Core Plus Property Fund** (the **Borrower**) and acting by its authorised corporate director **AEW UK Investment Management LLP** (No. OC367686) whose registered office is at 33 Jermyn Street, London, SW1Y 6DN
- (3) **Solutus Advisors Limited** in its capacity as security trustee for the Secured Parties (as defined below) (**Security Agent**).

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 The following definitions apply in this Deed:

<b>Agreement for Lease</b>	an agreement to grant an Occupational Lease for all or part of a Property.
<b>Assigned Material Contracts</b>	those contracts (if any) brief particulars of which are set out in any Supplemental Deed.
<b>Authorisations</b>	an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.
<b>Business Day</b>	a day, other than a Saturday or a Sunday, on which banks are open for general business in London or, for the purpose of Clause 18 ( <i>Communications</i> ), in the principal financial centre in the jurisdiction in which the relevant communication is delivered.
<b>Charged Material Contracts</b>	those contracts (if any) brief particulars of which are set out in any Supplemental Deed.
<b>Companies Act</b>	the Companies Act 2006.
<b>Delegate</b>	any delegate, agent, attorney or trustee appointed by the Security Agent.
<b>Depositary Agreement</b>	the depositary agreement dated 23 June 2014 (as novated on 12 April 2019) between the Company, AEW UK Investment Management LLP and AEW UK Real Estate Fund.
<b>Discharge Date</b>	the date with effect from which the Security Agent confirms to the Company or the Borrower that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Secured Parties cancelled.
<b>Enforcement Party</b>	any of the Security Agent, a Receiver or a Delegate.

<b>Event of Default</b>	the occurrence of any of the events or circumstances defined in the Facility Agreement as an Event of Default that have been notified to the Company by the Security Agent.
<b>Expenses</b>	(without double counting, including in relation to any such sums recovered under any indemnity given in favour of a Secured Party under the Facility Agreement) all reasonably incurred fees, discounts, commissions and other banking or service charges, legal and other professional fees, premiums, costs or expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any Enforcement Party in connection with the Secured Assets, the preparation, negotiation and creation of this Deed, taking, perfecting, enforcing or exercising any power under this Deed, the appointment of any Receiver or Delegate, the breach of any provision of this Deed and / or the protection, realisation or enforcement of this Deed, the costs of transferring to the Security Agent or the Receiver any security ranking in priority to the Security Interests constituted by this Deed or any Supplemental Deed, or the amount required to be paid to secure the unconditional and irrevocable discharge of such security, or any of the foregoing as the context shall require.
<b>Facility Agreement</b>	a facility agreement dated <u>28 July 2022</u> and made between (1) the Borrower, (2) the Borrower as Original Borrower, (3) the financial institution listed in Part 1 of Schedule 1 thereof as Original Lender (4) the Security Agent as Agent (the "Agent") and (5) the Security Agent as Security Agent, as the same may be varied, amended, restated, substituted, modified, supplemented or replaced from time to time.
<b>FCA Rules</b>	the rules contained in the FCA Handbook.
<b>Finance Documents</b>	together: <ul style="list-style-type: none"> <li>(a) the Facility Agreement;</li> <li>(b) this Deed;</li> <li>(c) each other deed or document creating or evidencing a Security Interest in favour of the Security Agent in relation to the Secured Liabilities;</li> <li>(d) each duty of care deed or document relating to the management of the assets of the Sub-Fund or any Property; and</li> <li>(e) any other document designated as such by the Security Agent or the Agent and the Borrower.</li> </ul>
<b>Financial Collateral</b>	has the meaning given to that expression in the Financial Collateral Regulations.
<b>Financial Collateral Regulations</b>	the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).
<b>Fixtures</b>	any fixtures (but excluding landlord's fixtures), fittings, fixed plant or machinery from time to time situated on or forming part of the Property.

<b>Group</b>	the Borrower and its Subsidiaries from time to time.
<b>Headlease</b>	a lease under which an Obligor or the Company holds title to all or any part of a Property.
<b>Insolvency Act</b>	the Insolvency Act 1986.
<b>Insurance Proceeds</b>	the proceeds of any insurance claim received by the Company, after deduction of any reasonable expenses incurred in relation to the relevant claim and payable by the Company or the Borrower to any person which is not a member of the Group together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature arising by virtue of the Company's ownership of any Insurances and all interest on any of the foregoing.
<b>Insurances</b>	all contracts or policies of insurance of whatever nature which from time to time are taken out or maintained by or on behalf of the Company or (to the extent of its relevant interest) in which the Company has an interest but excluding contracts or policies of insurance to the extent they relate to any the Company's liabilities to third parties.
<b>Lease Document</b>	<p>(a) an Agreement for Lease;</p> <p>(b) an Occupational Lease; or</p> <p>(c) any other document designated as such by the Agent and the Borrower.</p>
<b>LPA</b>	Law of Property Act 1925.
<b>Material Contracts</b>	(in relation to the Company) those contracts (if any) brief particulars of which are set out in any Supplemental Deed to which the Company is party.
<b>Obligor</b>	the Borrower and each other person which becomes party to the Facility Agreement as borrower and/or guarantor.
<b>Occupational Lease</b>	any lease or licence or other right of occupation or right to receive rent to which a Property may at any time be subject and includes any guarantee of a tenant's obligations under the same.
<b>Party</b>	a party to this Deed.
<b>Property</b>	the Real Property (other than heritable or leasehold property located in Scotland) from time to time owned by the Company or in which the Company has an interest (including the Real Property, if any, specified in Schedule 1 ( <i>Details of Property</i> ) and any Supplemental Deed together with (in every case) all proceeds of sale deriving from any such Real Property, the benefit of all covenants given in respect of such Real Property and any monies paid or payable in respect of such covenants.
<b>Real Property</b>	any freehold, leasehold or immovable property and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of any such property.
<b>Receiver</b>	any one or more receivers and managers or (if the Security Agent so specifies in the relevant appointment) receivers appointed by the Security Agent pursuant to this Deed in respect of the Company or



in respect of any Secured Assets.

**Rental Income**

the aggregate of all amounts paid or payable to or for the account of any Obligor in connection with the letting, licence or grant of other rights of use or occupation of any part of a Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of any Obligor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Property and any fixture and fitting on that Property including any fixture or fitting on that Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement, waiver, extension or release of any Lease Document;
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease Document;
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Lease Document;
- (i) any Tenant Contributions; and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by any Obligor.

**Secured Assets**

the assets mortgaged, charged, assigned or otherwise the subject of any security created by or pursuant to this Deed and each Supplemental Deed and includes any part or parts of such assets.

**Secured Liabilities**

all indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by or in respect of the Borrower to the Secured Parties or any of them under any of the Finance Documents, whatever their nature or basis, in any currency or currencies (including all monies covenanted to be paid under this Deed).

**Secured Party**

each person (other than a Borrower or Guarantor) which is party to the Facility Agreement and each Enforcement Party.

**Security Financial  
Collateral Arrangement**

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

<b>Security Interest</b>	the Security created or evidenced by or pursuant to this Deed and any Supplemental Deed.
<b>Security Period</b>	the period beginning on the date of this Deed and ending on the Discharge Date.
<b>Sub-Fund</b>	the AEW UK Core Plus Property Fund, a sub-fund of the Borrower and, for the avoidance of doubt, does not include any other sub-fund or part of the Borrower.
<b>Subsidiary</b>	<p>(a) a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006;</p> <p>(b) a subsidiary within the meaning of section 1159 of the Companies Act 2006; or</p> <p>(c) an entity of which a person has direct or indirect control or owns directly or indirectly more than 50 per cent. of the voting capital or similar right of ownership and control for this purpose means the power to direct the management and the policies of the entity whether through the ownership of voting capital, by contract or otherwise.</p>
<b>Supplemental Deed</b>	a document granted by the Company in favour of the Security Agent in accordance with Clause 4.2.2 substantially in the form provided in Schedule 5 ( <i>Supplemental Deed</i> ) subject to any variations that the Security Agent shall agree in writing.
<b>Tenant Contributions</b>	<p>any amount paid or payable to an Obligor by any tenant under a Lease Document or any other occupier of a Property, by way of:</p> <p>(a) contribution to:</p> <ul style="list-style-type: none"> <li>(i) ground rent;</li> <li>(ii) insurance premia;</li> <li>(iii) the cost of an insurance valuation;</li> <li>(iv) a service or other charge in respect of an Obligor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, a Property; or</li> <li>(v) a reserve or sinking fund; or</li> </ul> <p>(b) VAT.</p>
<b>Third Parties Act</b>	the Contracts (Rights of Third Parties) Act 1999 and/or the Contract (Third Party Rights) (Scotland) Act 2017 (as applicable).

## 1.2 Construction

In this Deed:

1.2.1 any reference to:

- (a) the word **assets** includes present and future property, revenue, rights and interests of every kind;

- (b) the word **dispose** includes charging, selling, leasing, assigning or transferring or agreeing to do any of the same, granting an option or similar right, creating a trust or other equitable interest or sharing or parting with possession or occupation;
- (c) the word **guarantee** includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (d) the word **indebtedness** includes any obligation for the payment or repayment of money, whatever the nature or basis of the relevant obligation (and whether present or future, actual or contingent and whether incurred as principal or as surety);
- (e) the word **law** includes law established by or under statute, constitution, treaty, decree, regulation or judgment, common law and customary law; and the word **lawful** and similar words and phrases are to be construed accordingly;
- (f) the word **person** includes any individual, company, corporation, firm, government, state or any agency of a state and any association, partnership, limited partnership, limited liability partnership or trust (in each case, whether or not it has separate legal personality);
- (g) the word **Property** includes a reference to each separate Property of which particulars are set out in Schedule 1 (*Details of Property*) and to any parts of such property;
- (h) the word **regulation** includes all guidelines, official directives, regulations, requests and rules (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational agency, body or department or of any regulatory or other authority or organisation (whether statutory or non-statutory, governmental or non-governmental);
- (i) the word **security** includes any assignment and/or assignation by way of security, charge, lien, mortgage, pledge, standard security or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect;
- (j) the word **set-off** includes analogous rights and obligations in other jurisdictions;
- (k) the word **tax** includes any tax, duty, impost or levy and any other charge or withholding of a similar nature (including any interest or penalty for late payment or non-payment); and
- (l) references to a law, regulation, legal term, legal step or process, insolvency practitioner, insolvency step or process or Tax in a jurisdiction shall include a reference to the analogous law, regulation, legal term, legal step or process, insolvency practitioner, insolvency step or process or Tax in any other jurisdiction (including Scotland).

- 1.2.2 the **Borrower** shall be interpreted as being strictly limited to the Sub-Fund being a sub-fund of the Umbrella Company and, for the avoidance of doubt, shall not include the Umbrella Company in relation to itself or any other sub-fund or part of the Umbrella Company. The assets of a sub-fund of the Umbrella Company belong exclusively to that sub-fund and shall not be used to discharge directly or indirectly the liabilities of, or claims against, any other person or body, including the Umbrella Company, or any other sub-fund, and shall not be available for any such purpose;

- 1.2.3 any security created by or pursuant to this Deed and each Supplemental Deed is created over present and future assets of the Company to the extent of its interest in the Sub-Fund only;
- 1.2.4 where something (or a list of things) is introduced by the word **including**, or by the phrase **in particular**, or is followed by the phrase **or otherwise**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);
- 1.2.5 each reference to the **Borrower**, the **Company**, the **Security Agent**, any **Party**, any of the **Secured Parties**, or any **Obligor** includes its successors in title and its permitted assignees or permitted transferees;
- 1.2.6 unless this Deed expressly states otherwise or the context requires otherwise, (a) each reference in this Deed to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this Deed) and (b) each reference in this Deed to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of this Deed and whether amended or re-enacted since the date of this Deed);
- 1.2.7 each reference to this Deed (or to any other agreement or deed) means, at any time, this Deed (or as applicable such other agreement or deed) as amended, novated, supplemented, extended, restated (however fundamentally) or replaced at that time;
- 1.2.8 each reference to the singular includes the plural and vice versa, as the context permits or requires;
- 1.2.9 the index and each heading in this Deed is for convenience only and does not affect the meaning of the words which follow it;
- 1.2.10 each reference to a clause or schedule is (unless expressly provided to the contrary) to be construed as a reference to the relevant clause of or schedule to this Deed;
- 1.2.11 wherever this Deed or any Supplemental Deed states that the Company must not take a particular step without the consent of the Security Agent, the Security Agent has discretion whether to give its consent and can impose conditions on any such consent it gives;
- 1.2.12 references to security given made or created by this Deed are to be deemed to include security given made or created by any Supplemental Deed; and
- 1.2.13 an Event of Default is **continuing** if it has not been waived in writing by the Security Agent.

### 1.3 Separate security

This Deed and each Supplemental Deed is to be read and construed as if it each were a separate deed to the intent that if any security created by the Company in this Deed or under any Supplemental Deed shall be invalid or liable to be set aside for any reason, this shall not affect any security created under any other such document by the Company.

### 1.4 Third Party Rights

- 1.4.1 A person who is not an Enforcement Party has no right under the Third Parties Act to enforce or enjoy the benefit of any term of this Deed except to the extent that this Deed or any of the other Finance Documents expressly provides for it to do so.

- 1.4.2 No consent of any person who is not a Party is required to rescind or vary this Deed at any time.
- 1.4.3 This Clause 1.4 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act.

## **1.5 Incorporation of other terms**

- 1.5.1 This Deed and each Supplemental Deed is a Finance Document.
- 1.5.2 The Company shall be entitled to accept without enquiry, and shall not be obliged to investigate, any written confirmation from the Borrower as to whether a matter referred to in this Deed is required under, or permitted pursuant to, the Facility Agreement (or any such similar references in this Deed) and the Company shall have no liability to the Security Agent in relation to any action it takes following such confirmation.

## **2. LIABILITY AND RIGHTS OF THE COMPANY**

### **2.1 Liability and rights of the Company**

- 2.1.1 The Company is a party to this Deed solely in its capacity as depositary and as a result of the fact it is responsible for safekeeping of the assets of the Sub-Fund. In accordance with the FCA Rules, legal title to each Property is held in the name of the Company. The Company acts on the instruction of the Borrower in connection with this Deed and any related documents and is not responsible for the decision to enter into this Deed, the Finance Documents or any other related documents and accepts no liability or obligations whatsoever in connection with or as a result of the Finance Documents or any other related documents.
- 2.1.2 Notwithstanding any other provision of this Deed, it is hereby acknowledged and agreed that the Company acts solely in its capacity as depositary of the Sub-Fund, a sub-fund of the Borrower and as such any liability on its part pursuant to or in connection with this Deed and any Supplemental Deed is limited to the extent that the Company has recourse to the assets held by it for the time being for the Sub-Fund save to the extent that the Company has limited its rights of recourse to the assets by reason of its own acts or omissions.
- 2.1.3 Notwithstanding any provisions of this Deed or any Supplemental Deed, the Company shall have no obligation to meet any claim or liability under this Deed or any Supplemental Deed except to the extent that it can properly meet this claim or liability out of the assets of the Sub-Fund save to the extent that the Company has limited its rights of recourse to the assets by reason of its own acts or omissions.
- 2.1.4 Insofar as this Deed or any Supplemental Deed relates to the Borrower or the Company, this Deed and any Supplemental Deed shall:
  - (a) only apply to the extent of, and in relation to, the assets which are held by the Company for the Borrower solely in relation to the Sub-Fund; and
  - (b) not extend, or relate, to any other assets of the Company which are not held by the Company for the Borrower solely in relation to the Sub-Fund.
- 2.1.5 The parties agree that this Deed or any Supplemental Deed will be without prejudice to the Company's rights pursuant to the Depositary Agreement (including, without limitation, any right of set-off, right of retention or right or ability to debit the accounts held on behalf of the Borrower to receive payment of fees and any other expenses due to the Company).

### **3. CHARGING CLAUSE**

#### **3.1 Grant of security**

The Company, as a continuing security for the payment, discharge and performance of the Secured Liabilities, charges and agrees to charge as security in favour of the Security Agent the following assets:

##### **3.1.1 First legal mortgage on specified land and buildings**

by way of first legal mortgage all its Property (if any) identified in Schedule 1 (*Details of Property*);

##### **3.1.2 First fixed charge on other land and buildings**

by way of first fixed charge, all its Property (but excluding any Property made subject to a valid legal mortgage under Clause 3.1.1 above), all other interests in the Property, and any rights under any licence or other agreement or document which gives the Company a right to enter upon or use land wherever situated;

##### **3.1.3 First fixed charge on Rental Income**

by way of first fixed charge (to the extent not effectively assigned under Clause 3.2 (*Assignment by way of security*)) all present and future Rental Income and other sums due to the Company under any Lease Document;

##### **3.1.4 First fixed charge on plant and machinery**

by way of first fixed charge, all plant and machinery, now or in the future owned by it (but not including plant and machinery made subject to a valid legal mortgage or valid fixed charge under Clauses 3.1.1 or 3.1.2 above nor any chattels mentioned in Clause 3.1.5 below) and the benefit of all contracts, licences and warranties relating to the same;

##### **3.1.5 First fixed charge on other chattels**

by way of first fixed charge, all vehicles and computers, now or in the future owned by it and its interest in any vehicles and/or computers in its possession (but not including any such chattels for the time being forming part of the Company's stock in trade or work in progress) and the benefit of all contracts, licences and warranties relating to the same;

##### **3.1.6 First fixed charge on Book Debts etc**

- (a) by way of first fixed charge all other present and future book and other debts, revenues and monetary claims owing to it;
- (b) by way of first fixed charge all other moneys due and owing to it; and
- (c) by way of first fixed charge the benefit of all rights in relation to any item under paragraphs (a) to (b) above.

##### **3.1.7 First fixed charge on contracts**

- (a) by way of first fixed charge all of its rights under the Charged Material Contracts and (to the extent not effectively assigned under Clause 3.2 (*Assignment by way of security*)) the Assigned Material Contracts;
- (b) by way of first fixed charge any and all damages, compensation, remuneration, profit, royalties, fees, rent or income which the Company may derive from or be

awarded or entitled to in respect of the Charged Material Contracts and (to the extent not effectively assigned under Clause 3.2 (*Assignment by way of security*)) the Assigned Material Contracts, except to the extent that any such sums are subject to any fixed security created under any other term of this Clause 3 (*Charging Clause*);

- (c) by way of first fixed charge all of its rights under any other document, agreement or instrument to which it is party in relation to the Charged Material Contracts and (to the extent not effectively assigned under Clause 3.2 (*Assignment by way of security*)) the Assigned Material Contracts except to the extent that it is subject to any fixed security created under any other term of this Clause 3 (*Charging Clause*);
- (d) by way of first fixed charge any and all damages, compensation, remuneration, profit, royalties, fees, rent or income which the Company may derive from or be awarded or entitled to in respect of any other document, agreement or instrument to which it is party in relation to the Charged Material Contracts and (to the extent not effectively assigned under Clause 3.2 (*Assignment by way of security*)) the Assigned Material Contracts, except to the extent that such sums are subject to any fixed security created under any other term of this Clause 3 (*Charging Clause*);

#### **3.1.8 First fixed charge on Insurances and Insurance Proceeds**

(to the extent not effectively assigned under Clause 3.2.5) by way of first fixed charge the Insurances and the benefit of all Insurance Proceeds; and

#### **3.1.9 First fixed charge on Authorisations, compensation etc**

by way of first fixed charge, the benefit of all Authorisations held or utilised by the Company in connection with its business or the use of any of its assets (to the extent that such Authorisations are capable of being effectively charged) and the right to recover and receive all compensation which may at any time become payable to it in respect of such Authorisations to the extent permitted by the terms of such Authorisations and save in so far as any such Authorisations are effectively subject to any valid assignment to the Security Agent pursuant to this Deed,

provided always the charges expressed to be given by the Company in this Clause 3.1 shall only apply to the extent of, and in relation to, the assets which are held by the Company for the Borrower solely in relation to the Sub-Fund.

### **3.2 Assignment by way of security**

As further continuing security for the payment of the Secured Liabilities the Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) to the Security Agent all its rights, title and interest in the following assets:

- 3.2.1 the Rental Income, all of its other rights under each Lease Document, and all of its rights under any guarantee of Rental Income contained in or relating to any Lease Document;
- 3.2.2 (to the extent not effectively assigned under Clause 3.2.1) the Assigned Material Contracts and also any and all damages, compensation, remuneration, profit, royalties, fees, rent or income which the Company may derive from or be awarded or entitled to in respect of the Material Contracts;
- 3.2.3 (to the extent not effectively assigned under Clause 3.2.1) the benefit of all covenants, rights, claims, warranties and guarantees relating to a Property including the construction of a Property, its use of or title to a Property, any present or future compensation and damages for the compulsory purchase of, or any blight or

disturbance affecting a Property, and the benefit of all easements serving or relating to a Property;

- 3.2.4 its rights and interest in any claim against any provider of any certificate of or report on title or the provider of any other due diligence report (in its capacity as provider of the same) in connection with the acquisition, development, financing or refinancing of a Property;
- 3.2.5 the Insurances and the benefit of all Insurance Proceeds;
- 3.2.6 to the extent not effectively assigned under Clauses 3.2.1 to 3.2.6 any other document, agreement or instrument to which it is a party and all damages, compensation, remuneration, profit, royalties, fees, rent or income which the Company may derive from or be awarded or entitled to in respect of such document, agreement or instrument.

provided always the assignments expressed to be given by the Company in this Clause 3.2 shall only apply to the extent of the assets held by the Company for the Borrower solely in relation to the Sub-Fund.

### **3.3 Notice of assignment or charge**

The Borrower shall promptly following the date of this Deed or (as applicable) the date of the relevant Supplemental Deed and at any time upon receiving a request to that effect from the Security Agent give notice of each such assignment of and/or charge over its right, title and interest (if any) in and to:

- 3.3.1 the Material Contracts (other than any Lease Document) by sending a notice in the form of Schedule 2 (*Form of notice to counterparties of Material Contracts*) (with such amendments as the Security Agent may agree in writing) duly completed to each of the other parties to the Material Contracts; and
- 3.3.2 the Headleases by sending a notice in the form of Schedule 4 (*Form of notice to landlord*) or such other form as the Security Agent may agree duly completed to each of the relevant landlords,

and the Borrower shall use reasonable endeavours to procure that within 14 days of the date of its giving each such notice, after which such obligation shall cease, each such other party delivers an acknowledgement to the Security Agent in the form of the acknowledgement of notice contained in the relevant notice, in each case with such amendments as the Security Agent may agree in writing.

### **3.4 Further notices of assignment or charge**

The Company shall promptly following a request by the Security Agent whilst an Event of Default is continuing give notice of each assignment of and/or charge over its right, title and interest (if any) in and to the Lease Documents by sending a notice in the form in Schedule 2 (*Form of notice to tenant*) (with such amendments as the Security Agent may agree in writing) duly completed to each of the tenants under the Lease Documents and the Company shall use reasonable endeavours to procure that within 14 days of the date of its giving each such notice, after which such obligation shall cease, each such other party delivers an acknowledgement to the Security Agent in the form of the acknowledgement of notice contained in the relevant notice, in each case with such amendments as the Security Agent may agree in writing. Nothing in this Clause 3.4 shall prevent the Security Agent from giving any notice which the Company is required to send but which it has failed to do or which, following an Event of Default which is continuing, the Security Agent consider necessary in order to protect the priority of the Security.



### 3.5 Floating charge

As further continuing security for the payment to the Security Agent of the Secured Liabilities, the Company hereby charges in favour of the Security Agent, by way of first floating charge, all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time owned by the Company and placed on or used in or upon the Property and the benefit of all licences, contracts and warranties in connection with the same.

### 3.6 Conversion of floating charge

3.6.1 The Security Agent may at any time by notice in writing to the Company convert the floating charge created pursuant to Clause 3.5 (*Floating Charge*) into a fixed charge as regards such assets as it shall specify in the notice in the event that:

- (a) an Event of Default is continuing; or
- (b) the Security Agent considers (acting reasonably) those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy,

and by way of further assurance the Company shall promptly execute a fixed charge over such assets in such form as the Security Agent shall reasonably require.

### 3.7 Automatic conversion of floating charge

Subject to Clause 3.9, the floating charge created under this Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge if:

- 3.7.1 any other floating charge over the Secured Assets crystallises; or
- 3.7.2 the Company creates (or attempts or purports to create) any Security or a trust over all or any part of the Secured Assets without the prior written consent of the Security Agent or as otherwise permitted pursuant to the Facility Agreement or this Deed; or
- 3.7.3 the Company disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised or as otherwise permitted pursuant to the Facility Agreement or this Deed); or
- 3.7.4 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or
- 3.7.5 an administrator is appointed in respect of the Company or the Security Agent receives notice of intention to appoint such an administrator; or
- 3.7.6 any step is taken (including the presentation of a petition, the passing of a resolution, filing of a notice of intention or the making of an application) to appoint a liquidator, provisional liquidator or receiver in respect of the Company, over all or any part of the Secured Assets, or if such person is appointed,

### 3.8 Conversion: Scotland

- 3.8.1 Clause 3.6 and Clause 3.7 do not apply to any property, assets and/or undertakings located in Scotland or otherwise subject to Scots law if, and to the extent that, a Receiver would not be capable of exercising their powers in Scotland pursuant to section 72 of the Insolvency Act 1986 by reason of such conversion by notice or automatic conversion.

### **3.9 No conversion under Insolvency Act 1986**

3.9.1 Subject to Clause 3.9.2 below, the floating charge created by Clause 3.5 (*Floating charge*) may not be converted into a fixed charge solely by reason of:

- (a) the obtaining of a moratorium; or
  - (b) anything done with a view to obtaining a moratorium,
- under Part A1 of the Insolvency Act 1986.

3.9.2 Clause 3.9.1 above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

### **3.10 Continuing security**

All the security granted or created by this Deed and each Supplemental Deed is to be a continuing security which shall remain in full force and effect notwithstanding any intermediate payment or settlement of account or other matter or thing whatsoever and in particular the intermediate satisfaction by the Borrower or the Company or any other person of the whole or any part of the Secured Liabilities.

### **3.11 Full title guarantee, warrandice and implied covenants**

All the security created or given under this Deed and each Supplemental Deed is made, (subject to registration of the relevant transfer under the Land Registration Act 2002) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

### **3.12 Release**

On the Discharge Date and/or as otherwise required under the Facility Agreement (including under clauses 21.4.3(d) and 26.6 (*Release of Security*) of the Facility Agreement) (but subject to Clause 16.7 (*Avoidance of settlements and other matters*)) the Security Agent shall at the request and reasonable cost of the Borrower promptly execute and do all deeds, acts and things as may be reasonably necessary to release the Secured Assets from the security constituted hereby or pursuant hereto.

### **3.13 Miscellaneous**

The fact that no or incomplete details of any particular Secured Assets are included or inserted in any relevant schedule shall not affect the validity or enforceability of the security created by this Deed.

### **3.14 Contractual arrangements containing prohibitions on securing**

3.14.1 If the rights of the Company under any document cannot be secured without the consent of any party or the satisfaction of any condition, the Security created by Clauses 3.1 (*Grant of security*) and 3.2 (*Assignment by way of security*) over the Company's rights under the relevant document will constitute security over all proceeds and other amounts which the Company may receive, or has received under the relevant document but will exclude the Company's other rights under that document.

3.14.2 The Company undertakes so, far as it is within its powers to do so, to hold any assets excluded from Clauses 3.1 (*Grant of security*) and 3.2 (*Assignment by way of security*) by virtue of Clause 3.14.1 on trust for the Security Agent as security for the payment and discharge of the Secured Liabilities.

3.14.3 At any time after receipt of the relevant consent or the satisfaction of the relevant condition, all of the Company's rights under the relevant document will be immediately secured in accordance with Clause 3.1 (*Grant of security*) and/or Clause 3.2

(Assignment by way of security) (as appropriate) and the trust referred to in Clause 3.14.2 shall terminate.

#### **4. FURTHER ASSURANCE**

##### **4.1 General**

4.1.1 Subject to Clause 4.1.3, the Company must at the reasonable expense of the Borrower promptly do all such acts and things and execute such documents (including deeds, assignments, assignations, transfers, mortgages, charges, notices, instructions, assurances, agreements and instruments) as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s):

(a) to perfect, protect and maintain (including against any change in or revised interpretation of any law or regulation) the security created (or intended to be created) under or evidenced by this Deed and each Supplemental Deed or for the exercise of any rights, powers and remedies of the Security Agent provided by or pursuant to the Finance Documents or by law; or

(b)

(i) to confer on the Security Agent or any other Secured Party security over any property or assets of the Company located in any jurisdiction (including Scotland) equivalent or similar to the security intended to be conferred by or pursuant to this Deed and each Supplemental Deed; or

(ii) following an Event of Default which is continuing, to facilitate the realisation of the assets which are, or are intended to be, the subject of this Deed and each Supplemental Deed; or

(iii) otherwise for enforcing the same or exercising any of the Security Agent's rights, powers, authorities or discretions under this Deed and each Supplemental Deed,

and the Company shall promptly take all such action (including the making of all filings and registrations and the payment of all fees and taxes) as may be required by the Security Agent and/or necessary for the creation, perfection, protection, maintenance of any security conferred or intended to be conferred on the Security Agent or any other of the Secured Parties pursuant to this Deed.

4.1.2 Any document required to be executed by the Company pursuant to Clause 4.1.1 will be prepared at the cost of the Borrower, and will be in such form and will contain such provisions as the Security Agent may require acting reasonably.

4.1.3 There shall be no requirement to provide or perfect security in respect of any assets of the Company unless this is a requirement of the Facility Agreement (including as a result of the satisfaction of a condition precedent) and the Borrower so directs.

##### **4.2 Additional terms**

4.2.1 The covenant set out in Section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to include the obligations set out in Clause 4.2.2.

4.2.2 The Company may enter into a Supplemental Deed in relation to any Real Property.

4.2.3 Any Supplemental Deed required to be executed by the Company pursuant to this Clause 4.2 (*Additional terms*) will be prepared at the reasonable cost of the Borrower.

4.2.4 The Company shall obtain (in form and content reasonably satisfactory to the Security Agent) any consent necessary for any Supplemental Deed, to enable the assets of the

Company to be the subject of effective Security pursuant to this Deed and the relevant Supplemental Deed and, immediately upon obtaining any such consent, the asset concerned shall become subject to such Security and the Company shall promptly deliver a copy of the consent to the Security Agent.

#### **4.3 Land Registry - application for restriction**

4.3.1 In relation to all present and future registered Property (and any other unregistered Property subject to compulsory first registration at the date of this Deed, the date of the relevant Supplemental Deed) which is a "Property" for the purposes of the Facility Agreement the Company is to apply to the Land Registrar to enter on the register against the title number of or to be allocated to the relevant Property of:

(a) on the Land Registry form RX1, a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated *[date of this Deed]* in favour of *Solutus Advisors Limited* referred to in the charges register or their conveyancer"; and

(b) where applicable upon receipt of the Land Registry form CH2 duly completed by the Security Agent, notice of an obligation to make further advances.

4.3.2 The Company must submit the relevant applications no later than the date of submission of the application for registration of security created by this Deed and/or any Supplemental Deed and the Borrower shall pay the Expenses incurred in connection with the applications.

4.3.3 The Security Agent, in its absolute discretion, may make any of the applications referred to in Clause 4.3.1 in place of the Company. In such a case, the Company consents to the entry of the relevant restriction and the Borrower will pay the Expenses incurred in connection with the application.

#### **4.4 Exempt information document**

4.4.1 The Company must at the reasonable expense of the Borrower do whatever the Security Agent may reasonably require in connection with:

(a) any application by the Security Agent to have this Deed or any Finance Document designated an exempt information document under Land Registration Rules 2003 rule 136; and

(b) any person's application under Land Registration Rules 2003 rule 137 for disclosure of this Deed or any Finance Document following its designation as an exempt information document.

4.4.2 The Company or the Borrower must notify the Security Agent in writing:

(a) before making any application to have this Deed or any Finance Document designated an exempt information document under Land Registration Rules 2003 rule 136;

(b) as soon as it receives notice of any person's application under Land Registration Rules 2003 rule 137 for disclosure of this Deed or any Finance Document following its designation as an exempt information document; and

(c) before making any application under Land Registration Rules 2003 rule 138 for removal of any such designation.

## **5. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

### **5.1 Negative pledge**

Except as expressly permitted under the Facility Agreement (as confirmed by the Borrower) or this Deed, during the Security Period, the Company shall not create, extend or permit to subsist any Security over any of the Secured Assets, nor may it:

- 5.1.1 sell, transfer or otherwise dispose of any of the Sub-Fund's assets on terms that they are or may be leased to or re-acquired by any of the Obligors or by any other member of the Group;
- 5.1.2 sell, transfer or otherwise dispose of any of the Sub-Fund's receivables;
- 5.1.3 enter into any arrangement under which money or the benefit of a bank or other account relating to the Sub-Fund may be applied, set off or made subject to a combination of accounts; or
- 5.1.4 enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of borrowing monies or otherwise raising indebtedness (whether actual or contingent and whatever the nature, structure or characteristic of the arrangement or transaction under which the relevant liability arises) or of financing the acquisition of a Sub-Fund asset.

### **5.2 Restrictions on disposals**

Except as expressly permitted under the Facility Agreement (as confirmed by the Borrower) or this Deed, during the Security Period, the Company shall not sell, transfer or otherwise dispose of its interest (whether legal or beneficial) in any of the Secured Assets (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge).

## **6. GENERAL UNDERTAKINGS**

The Company undertakes to the Security Agent in the terms of the following provisions of this Clause 6, all such undertakings to commence on the date of this Deed and to continue throughout the Security Period.

### **6.1 Not to jeopardise security**

Except as expressly permitted under the terms of the Facility Agreement (as confirmed by the Borrower), the Company will not do anything or allow anything to be done which may in any way materially depreciate, jeopardise or otherwise prejudice the value to the Security Agent of, or the enforceability or validity of, the Security Interests constituted by this Deed and/or any Supplemental Deed or the priority of its ranking as expressed in this Deed.

### **6.2 Title Deeds**

Unless otherwise held by, or deposited with, the Land Registry, the Company or its nominee shall hold the deeds and documents of title relating to each Property in accordance with the FCA Rules.

## **7. WHEN SECURITY BECOMES ENFORCEABLE**

### **7.1 This Security Interests constituted by this Deed and/or any Supplemental Deed shall become immediately enforceable upon the earlier of:**

- 7.1.1 an Event of Default which is continuing; or
- 7.1.2 the request of the Company or the Borrower.

- 7.2 After Security Interests constituted by this Deed and/or any Supplemental Deed have become enforceable, the Security Agent may in its absolute discretion enforce all or any part of the Security Interests in such manner as it thinks fit including, but not limited to, the appointment of a Receiver over any of the Secured Assets.
- 7.3 The power of sale and other powers conferred by section 101 of the LPA and/or the Insolvency Act (as amended or extended by this Deed) shall be immediately exercisable at any time after the Security Interests constituted by this Deed and/or any Supplemental Deed has become enforceable.

## **8. ENFORCEMENT OF SECURITY**

- 8.1 For the purposes of all powers implied by the LPA or any other applicable statute, the Secured Liabilities shall be deemed to have become due and payable on the date of this Deed.
- 8.2 Sections 93 and 103 of the LPA shall not apply to the Security Interests constituted by this Deed and/or any Supplemental Deed.
- 8.3 The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make arrangements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the LPA.
- 8.4 At any time after the Security Interests constituted by this Deed and/or any Supplemental Deed have become enforceable or if so requested by the Company at any time, the Security Agent may without further notice appoint by way of deed, under seal or in writing under its hand one or more than one Receiver in respect of all or any part of the Secured Assets or any of them and if more than one Receiver is appointed each Receiver may act jointly and severally or individually.
- 8.5 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA) does not apply to this Deed and/or any Supplemental Deed.
- 8.6 The Security Agent is not entitled to appoint a Receiver solely as a result of obtaining a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act other than in respect of a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act.
- 8.7 The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver and appoint another Receiver and the Security Agent may also appoint an alternative or additional Receiver.
- 8.8 The Receiver will, so far as the law permits, be the agent of the Company and the Company alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver. The Security Agent will not be responsible for any misconduct, negligence or default of the Receiver.
- 8.9 The Security Agent shall not incur any liability (either to the Company or to any other person) by reason of the appointment of a Receiver or for any other reason.
- 8.10 The powers of the Receiver will continue in full force and effect following the liquidation of the Company.
- 8.11 The remuneration of the Receiver may be fixed by the Security Agent (without the restrictions contained in section 109 of the LPA) but will be payable by the Company. The amount of the remuneration will form part of the Secured Liabilities.
- 8.12 The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Security Agent under the Insolvency Act, the LPA or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA or otherwise.

- 8.13 The Receiver will have the power on behalf and at the cost of the Borrower:
- 8.13.1 to do or omit to do anything which the Receiver considers appropriate in relation to the Secured Assets; and
  - 8.13.2 to exercise all or any of the powers conferred on the Receiver or the Security Agent under this Deed or conferred upon administrative receivers by the Insolvency Act (even if the Receiver is not an administrative receiver), or upon receivers by the LPA or any other statutory provision or any regulations (even if the Receiver is not appointed under the LPA or such other statutory provision or any regulations).
- 8.14 Without prejudice to the general powers set out in Clause 8.13 a Receiver will also have the following powers and discretions:
- 8.14.1 to enter upon and take possession of the Secured Assets;
  - 8.14.2 to collect and get in all rents, fees, charges or other income of the Secured Assets;
  - 8.14.3 generally to manage the Secured Assets and to manage or carry on, reconstruct, amalgamate, diversify or concur in carrying on the business of the Company or any part of it as the Receiver may think fit;
  - 8.14.4 without restriction, to sell, charge, grant, vary the terms or accept surrenders of, leases or tenancies of, licences to occupy, or options or franchises over or otherwise deal with and dispose of the Secured Assets or any property acquired in exercise of its powers under this Deed;
  - 8.14.5 to purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
  - 8.14.6 to take a lease or tenancy of any property required or convenient for the business of the Company or the exercise of the Receiver's powers under this Deed;
  - 8.14.7 to exercise on behalf of the Company and without the consent of or notice to the Company all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to leasehold property, landlord and tenant, rents, housing or agriculture in respect of the Property;
  - 8.14.8 for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this Deed and/or for defraying any losses or Expenses which may be incurred by the Receiver in their exercise or for any other purpose, to raise or borrow moneys from the Security Agent or others or incur any other liability on such terms, whether secured or unsecured, as the Receiver may think fit, and whether to rank in priority to this security or not;
  - 8.14.9 to appoint and discharge employees, officers, consultants, advisers, managers, agents, solicitors, accountants or other professionally qualified persons, workmen and others for any of the purposes of this Deed or to guard or protect the Secured Assets upon such terms as to remuneration or otherwise as the Receiver may think fit and to discharge any such persons appointed by the Company prior to the Receiver's appointment;
  - 8.14.10 in the name of the Company, to bring, prosecute, enforce, defend and discontinue all such actions, suits and proceedings, in relation to the Company, the business of the Company or the Secured Assets as in any case the Receiver shall think fit;
  - 8.14.11 to settle, adjust, refer to arbitration or expert determination, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Company or relating in any way to the Secured Assets;

- 8.14.12 to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Secured Assets;
- 8.14.13 to obtain Authorisations for and to carry out on the Property any new works or complete any unfinished works of development, building, reconstruction, maintenance, repair, renewal, improvement, furnishing or equipment;
- 8.14.14 to enter into, vary, cancel or waive any of the provisions of any contracts which the Receiver shall in any case think expedient in the interests of the Company or the Security Agent;
- 8.14.15 to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit;
- 8.14.16 to insure the Secured Assets, any assets acquired by the Receiver in exercise of his powers, and any business or works, and effect indemnity insurance or other similar insurance, in every case in such amounts, against such risks and with such offices as the Receiver shall think fit, and obtain bonds and give indemnities and security to any bondsmen;
- 8.14.17 to sever fixed plant, machinery or other Fixtures and store, sell or otherwise deal with them separately from the Property to which they may be annexed;
- 8.14.18 to remove, store, sell or otherwise deal with any chattels located at the Property;
- 8.14.19 to promote or establish any company or to acquire shares in any company (whether as a subsidiary of the Company or otherwise) to facilitate the exercise of the Receiver's powers under this Deed;
- 8.14.20 to transfer to any such company all or any of the Secured Assets or other assets acquired by the Receiver in exercise of the Receiver's powers;
- 8.14.21 to exercise or cause to be exercised all voting and other rights attaching to, and to charge, sell or otherwise transfer any shares in any such company;
- 8.14.22 to exercise all voting and other rights attaching to the Investments and all other stocks, shares and securities owned by the Company and comprised in the Secured Assets in such manner as the Receiver may think fit;
- 8.14.23 to make, or require the directors of the Company to make, calls conditionally or unconditionally on the members of the Company in respect of uncalled capital; and take action to enforce payment of unpaid calls;
- 8.14.24 to carry into effect and complete any transaction;
- 8.14.25 to redeem any prior security (or procure the transfer of such security to an Enforcement Party) and settle and pass the accounts of the person entitled to the prior security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Company and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- 8.14.26 either in the name of the Company or in the name of the Receiver to execute documents and do all other acts or things in any jurisdiction which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the realisation or use of the Secured Assets.
- 8.15 If (notwithstanding any representation or warranty to the contrary contained in this Deed and/or any Supplemental Deed) there shall be any security affecting the Secured Assets or any of them which ranks in priority to the security created by this Deed and the holder of such prior security



takes any steps to enforce such security, the Security Agent or any Receiver may, at its option, take a transfer of, or repay the indebtedness secured by, such security.

- 8.16 The Security Agent may, at any time after this Deed and/or any Supplemental Deed has become enforceable pursuant to Clause 7 (*When security becomes enforceable*), exercise, to the fullest extent permitted by law, all or any of the powers authorities and discretions conferred on a Receiver by this Deed and/or any Supplemental Deed (either expressly or impliedly) or by law, whether as attorney of the Company or otherwise and whether or not a Receiver has been appointed.
- 8.17 The Security Agent may, in writing, either in its appointment of a Receiver or by subsequent notice to that Receiver, restrict the right of such Receiver to exercise all or any of the powers conferred on Receivers by this Deed and/or any Supplemental Deed.
- 8.18 The Security Agent and any Receiver shall also have and enjoy all the other powers, privileges, rights and protections conferred by the LPA and/or the Insolvency Act on mortgagees and receivers duly appointed under the LPA and/or the Insolvency Act, except that section 103 of the LPA does not apply.

## **9. FINANCIAL COLLATERAL**

### **9.1 To the extent that:**

- 9.1.1 the Secured Assets constitute Financial Collateral; and
- 9.1.2 this Deed and the obligations of the Company under it constitute a Security Financial Collateral Arrangement,

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

### **9.2 The value of any Secured Assets appropriated in accordance with this clause shall be:**

- 9.2.1 in the case of cash, the amount standing to the credit of the Company's accounts in respect of the Sub-Fund with any bank, financial institution or other person, together with all interest accrued but unposted, at the time the right of appropriation is exercised; and
- 9.2.2 in the case of Investments, the price of those Investments at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Security Agent may select (including independent valuation).

### **9.3 The Company agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.**

## **10. APPLICATION OF PROCEEDS**

### **10.1 Recoveries by the Security Agent and/or the Receiver**

All amounts from time to time received or recovered or arising from the exercise of the powers of the Security Agent and/or Receiver (**Recoveries**) will, subject to any claims ranking in priority to the Secured Liabilities, be applied by or at the direction of the Security Agent and/or the Receiver in or towards discharging or satisfying, in the following order of priority:

- 10.1.1 the costs, charges and expenses of and incidental to any Receiver's appointment and the payment of the Receiver's remuneration;

- 10.1.2 any costs, charges, expenses, losses and liabilities of or incurred by any Enforcement Party in the exercise of any of its powers including all rents, taxes, rates and outgoings whatever affecting the Secured Assets, all premiums on Insurances properly payable under this Deed or any applicable statute, the cost of executing necessary or proper repairs to the Secured Assets, and the payment of annual sums or other payments, and the interest on all principal sums, having priority to the Secured Liabilities;
- 10.1.3 the Secured Liabilities, in accordance with the provisions of the Finance Documents and otherwise in such order as the Security Agent may determine; and
- 10.1.4 the claims of those persons entitled to any surplus.

## **10.2 Right of appropriation**

Subject to Clause 10.1, the Security Agent is entitled to appropriate money and/or assets to Secured Liabilities in such manner or order as it thinks fit and any such appropriation shall override any appropriation by the Company.

## **10.3 Suspense account**

Following acceleration of any Secured Obligations the Security Agent may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) for later application under Clause 10.1 (*Recoveries by the Security Agent and/or the Receiver*) in respect of:

- 10.3.1 any sum to the Security Agent, any Receiver or any Delegate; and
- 10.3.2 any part of the Secured Obligations,

that the Security Agent reasonably considers, in each case, might become due or owing at any time in the future.

## **10.4 Investment of proceeds**

Prior to the application of the proceeds of the Recoveries in accordance with Clause 10.1 (*Recoveries by the Security Agent and/or the Receiver*) the Security Agent may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Security Agent's discretion in accordance with the provisions of this Clause 10.4 (*Investment of proceeds*).

## **10.5 Permitted Deductions**

The Security Agent shall be entitled, in its discretion:

- 10.5.1 to set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Deed; and
- 10.5.2 to pay all Taxes which may be assessed against it in respect of any of the Security Assets, or as a consequence of performing its duties under any of the Finance Documents.

## **11. PROTECTION OF THIRD PARTIES**

### **11.1 No duty to enquire**

No person (including a purchaser) dealing with any Enforcement Party or its or his/her agents will be concerned to enquire:

- 11.1.1 whether the Secured Liabilities have become payable;
- 11.1.2 whether any power which any Enforcement Party is purporting to exercise has become exercisable or is being properly exercised;
- 11.1.3 whether any money remains due to any Enforcement Party; or
- 11.1.4 how any money paid to any Enforcement Party is to be applied.

### **11.2 Receipt conclusive**

Receipt by the Security Agent or any Receiver shall be an absolute and a conclusive discharge to a purchaser of the Secured Assets and shall relieve such purchaser of any obligation to see to the application of any monies paid to or by the direction of the Security Agent or any Receiver.

## **12. REDEMPTION OF PRIOR MORTGAGES**

### **12.1 At any time after the Security Interests constituted by this Deed and/or any Supplemental Deed have become enforceable, the Security Agent may:**

- 12.1.1 redeem any prior Security against any Secured Asset; and/or
- 12.1.2 procure the transfer of that Security to itself; and/or
- 12.1.3 settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Company.

### **12.2 The Borrower must pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.**

## **13. PROTECTION OF SECURITY AGENT**

### **13.1 Security Agent's receipts**

The Security Agent shall not be obliged to account to the Company, nor to any other person, for anything other than its own actual receipts which have not been distributed or paid to the person entitled (or who the Security Agent, acting reasonably, believes to be entitled) in accordance with the requirements of this Deed and/or any Supplemental Deed.

### **13.2 Exclusion of liability**

- 13.2.1 No Enforcement Party will be liable to the Company for any expense, loss, liability or damage incurred by the Company arising out of the exercise of its rights or powers or any attempt or failure to exercise those rights or powers, except for any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct.
- 13.2.2 The Company may not take any proceedings against any officer, employee or agent of any Enforcement Party in respect of any claim it might have against such Enforcement Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed and/or any Supplemental Deed.

13.2.3 Any officer, employee or agent of any Enforcement Party may rely on this Clause 12 under the Third Parties Act.

### **13.3 Effect of possession**

If the Security Agent or any Receiver enters into possession of the Secured Assets or any of them, this will not oblige either the Security Agent or the Receiver to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable, and if the Security Agent enters into possession at any time of the Secured Assets or any of them it may at any time at its discretion go out of such possession.

## **14. POWER OF ATTORNEY**

### **14.1 Grant of power**

The Company irrevocably and by way of security appoints the Security Agent and each Receiver and any person nominated for the purpose by the Security Agent or the Receiver (in writing, under hand, signed by an officer of the Security Agent or by the Receiver) severally to be the attorney of the Company (with full power of substitution and delegation) for the purposes set out in Clause 14.2 below and in each case the Security Agent and/or Receiver may only exercise the power of attorney under this clause, if the Company has failed to comply with an obligation under this Deed within 5 Business Days of being notified of such failure and being requested to comply by the Security Agent and/or Receiver (as applicable).

### **14.2 Extent of power**

The power of attorney granted in Clause 14.1 above allows the Security Agent, the Receiver or such nominee, in the name of the Company, on its behalf and at the expense of the Borrower and as its act and deed to:

14.2.1 perfect, protect and maintain the security given by the Company under this Deed and/or any Supplemental Deed; and

14.2.2 execute, seal and deliver (using the Company's seal where appropriate) any document or do any act or thing which the Company may, ought or has agreed to execute or do under this Deed and/or any Supplemental Deed or which the Security Agent, the Receiver or such nominee may in their absolute discretion consider appropriate in connection with the exercise of any of the rights, powers, authorities or discretions of the Security Agent or the Receiver under, or otherwise for the purposes of, this Deed and/or any Supplemental Deed.

save that such power shall not extend to the provision or perfection of security in respect of any assets of the Company unless this is a requirement of the terms of the Facility Agreement (including as a result of the satisfaction of a condition precedent).

### **14.3 Ratification**

The Company covenants with the Security Agent to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with this Clause 14.

## **15. APPLICATION, VARIATION AND EXTENSION OF STATUTORY PROVISIONS**

### **15.1 Application of statutory covenants**

The covenants set out in sections 2 to 5 Law of Property (Miscellaneous Provisions) Act 1994 shall extend to bind the Company only if, in any case, the relevant covenant imposes upon the Company a burden, liability or obligation that would not otherwise arise under this Deed and/or any Supplemental Deed.

## **15.2 Consolidation of mortgages**

The restriction on the consolidation of mortgages in section 93 LPA does not apply to this Deed nor to any security given to the Security Agent pursuant to this Deed and/or any Supplemental Deed.

## **15.3 Powers of leasing, etc**

The statutory and other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Company in relation to the Secured Assets or any part thereof.

## **15.4 Application of proceeds**

Sections 105, 107(2), 109(6) and 109(8) LPA will not apply to the Security Agent nor to a Receiver appointed under this Deed and/or any Supplemental Deed.

## **16. PROTECTION OF SECURITY**

### **16.1 Powers, rights and remedies cumulative**

The powers, rights and remedies provided in this Deed and/or any Supplemental Deed are in addition to (and not instead of) powers, rights and remedies under law.

### **16.2 Exercise of powers, rights and remedies**

If an Enforcement Party fails to exercise any power, right or remedy under this Deed and/or any Supplemental Deed or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If an Enforcement Party exercises, or partly exercises, a power, right or remedy once, this does not mean that it cannot exercise such power right or remedy again, fully or in part.

### **16.3 Discretion**

#### **16.3.1 The Security Agent may decide:**

- (a) whether and, if so, when, how and to what extent (i) to exercise its rights under this Deed and/or any Supplemental Deed and (ii) to exercise any other right it might have in respect of the Company (or otherwise); and
- (b) when and how to apply any payments and distributions received for its own account under this Deed or any Supplemental Deed, and the Company has no right to control or restrict the Security Agent's exercise of this discretion.

**16.3.2** No provision of this Deed and/or any Supplemental Deed will interfere with the Security Agent's right to arrange its affairs as it may in its absolute discretion decide (nor oblige it to disclose any information relating to its affairs), except as expressly stated.

### **16.4 Set-off and combination of accounts**

**16.4.1** No right of set-off or counterclaim may be exercised by the Company in respect of any payment due to the Security Agent under this Deed and/or any Supplemental Deed.

**16.4.2** The Security Agent may at any time after the Security Interests have become enforceable and without notice to the Company:

- (a) combine or consolidate all or any of the Company's then existing accounts with, and liabilities to, the Security Agent; and/or

- (b) set off or transfer any sums standing to the credit of any one or more of such accounts and/or set off any other obligation owed by the Security Agent to the Company (whether or not matured at such time), in or towards satisfaction of any of the Secured Liabilities.

16.4.3 If any amount is in a different currency from the amount against which it is to be set off, the Security Agent may convert either amount (or both) at any reasonable time and at any reasonable rate.

#### **16.5 Power to open new account**

If the Security Agent receives notice of a subsequent mortgage, assignment, assignation, pledge, standard security or charge relating to the Secured Assets (save for that constituted by any Supplemental Deed), it will be entitled to close any account and to open a new account in respect of the closed account. If the Security Agent does not open such new account, it will in any event be treated as if it had done so at the time when it received such notice.

#### **16.6 Information**

The Company authorises the holder of any prior or subsequent security to provide to the Security Agent, and the Security Agent to receive from such holder, details of the state of account between such holder and the Company.

#### **16.7 Avoidance of settlements and other matters**

16.7.1 Any payment made by the Company, or settlement or discharge between the Company and the Security Agent, is conditional upon no security or payment to the Security Agent by the Company or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any provision or enactment relating to bankruptcy, insolvency, administration or liquidation for the time being in force and accordingly (but without limiting the Security Agent's other rights under this Deed and/or any Supplemental Deed) the Security Agent shall be entitled to recover from the Company the value which the Security Agent has placed upon such security or the amount of any such payment as if such payment, settlement or discharge had not occurred.

16.7.2 If the Security Agent considers that any amount paid by the Company in respect of the Secured Liabilities is capable of being avoided or ordered to be refunded or reduced for the reasons set out in Clause 16.7.1, then for the purposes of this Deed and/or any Supplemental Deed such amount shall not be considered to have been irrevocably paid.

#### **16.8 Further advances**

The Security Agent as security agent for the Secured Parties confirms that the Secured Parties shall perform their respective obligations to the extent arising under the Finance Documents to make further advances. The Security Interests constituted by this Deed and/or any Supplemental Deed has been made for securing such further advances.

#### **16.9 Waiver of immunity**

To the extent that the Company may be entitled in any jurisdiction to claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process of any kind wherever it might originate or to the extent that in any such jurisdiction there may be attributed to the Company or its assets such immunity (whether or not claimed), it hereby irrevocably agrees not to claim and hereby irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.

#### 16.10 Time Deposits

Without prejudice to the provisions of Clause 16.4 (*Set-off and combination of accounts*), if during the Security Period a time deposit matures on any account which the Company holds with the Security Agent and an Event of Default has arisen which is continuing but no amount of Secured Liabilities has fallen due and payable such time deposit shall be renewed for such further maturity as the Security Agent may in its absolute discretion determine.

#### 16.11 Perpetuity Period

The perpetuity period applicable to the trusts created by this Deed and/or any Supplemental Deed is 125 years.

#### 16.12 Additional currency provisions

16.12.1 All monies received or held by the Security Agent or any Receiver under this Deed may be converted into such other currency as the Security Agent considers necessary to cover the obligations and liabilities comprised in the Secured Liabilities in that other currency at the Security Agent's set rate of exchange then prevailing for purchasing that other currency with the existing currency.

16.12.2 No payment to the Security Agent (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Company in respect of which it was made unless and until the Security Agent shall have received payment in full in the currency in which the obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Security Agent shall have a further separate cause of action against the Company and shall be entitled to enforce the Security Interests constituted by this Deed and/or any Supplemental Deed to recover the amount of the shortfall.

### 17. SECURED LIABILITIES AND MODIFICATIONS TO THE FINANCE DOCUMENTS

17.1 The Company hereby expressly acknowledges and agrees that the Secured Liabilities and the Security Interests constituted by this Deed and any Supplemental Deed shall automatically extend to any amendment, restatement, variation, substitution or replacement of the Facility Agreement or any other Finance Document as may be agreed by the Company and the Finance Parties from time to time including, however fundamentally:

17.1.1 any increase in the principal amount owed to or to be made available by a Finance Party under any Finance Document, whether as part of an existing loan or credit facility or a new such facility set out in any Finance Document;

17.1.2 any increase in the rate of interest or fees payable under any Finance Document or any change to the basis on which such interest or fees may be calculated;

17.1.3 changes to any covenant (including any financial covenant), undertaking, representation, event of default (howsoever described), guarantee or indemnity contained in any Finance Document;

17.1.4 any change to the timing and/or amounts of any repayment instalment to be made under the Finance Documents;

17.1.5 the extension of any final repayment date, termination date or maturity date (howsoever described) in any Finance Document;

17.1.6 the restructuring or refinancing of any Secured Liabilities by the Finance Parties;

in each case a **Modification** and whether or not any such Modification imposes new, additional or more onerous obligations on the Company.

- 17.2 The Company hereby agrees not to challenge or question the validity or enforceability of any Modification, however material, and hereby waives any right it may have from time to time to do so.

## **18. COMMUNICATIONS**

### **18.1 Communications in writing**

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

### **18.2 Addresses**

The address and fax number (if any) (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 (or any Supplemental Deed) is that identified with its name below or any substitute address or fax number or department or officer as the Company may notify to the Security Agent (or the Security Agent may notify to the Company, if a change is made by the Security Agent) by not less than five Business Days' notice.

### **18.3 Delivery**

- 18.3.1 Any communication or document made or delivered by one person to another under or in connection with this Deed and/or any Supplemental Deed will only be effective:

- (a) if by way of fax, when received in legible form; or
- (b) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under this Deed, if addressed to that department or officer.

- 18.3.2 Any communication or document to be made or delivered to the Security Agent will be effective only 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).

- 18.3.3 Any communication or document made or delivered to the Company in accordance with this Clause 17 (*Communications*) will be deemed to have been made or delivered to the Company.

- 18.3.4 Any communication or document which becomes effective, in accordance with this Clause 17 (*Communications*), after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

### **18.4 Electronic communication**

- 18.4.1 Any communication to be made between any two Parties under or in connection with this Deed and/or any Supplemental Deed may be made by electronic mail or other electronic means to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if those two Parties:

- (a) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and



- (b) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

18.4.2 Any electronic communication made between those two Parties will be effective only when actually received in readable form and in the case of any electronic communication made by a Party to the Security Agent only if it is addressed in such a manner as the Security Agent shall specify for this purpose.

18.4.3 Any electronic communication which becomes effective, in accordance with this Clause 17 (*Communications*) , after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

## **18.5 English language**

18.5.1 Any notice given under or in connection this Deed and/or any Supplemental Deed must be in English.

18.5.2 All other documents provided under or in connection with this Deed and/or any Supplemental Deed must be:

- (a) in English; or
- (b) if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

## **19. ASSIGNMENTS AND TRANSFERS**

### **19.1 No assignment by Company**

Save as otherwise permitted in the Facility Agreement, the Company shall not assign, novate, transfer or otherwise deal with its rights or obligations under or interests in this Deed, except with the prior written consent of the Security Agent.

### **19.2 Transfer by Security Agent**

19.2.1 In accordance with the terms provided in the Facility Agreement, the Security Agent may assign, novate, transfer or otherwise deal with any rights or obligations under or interests in this Deed and/or any Supplemental Deed upon prior notice to the Company.

19.2.2 The Security Agent may disclose any information about the Company, the Secured Assets and/or this Deed and/or any Supplemental Deed to any person to whom it proposes to assign, novate or transfer (or has assigned, novated or transferred) any rights or obligations under or interests in this Deed or any Supplemental Deed, or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests, provided that the Security Agent has taken reasonable measures to ensure such information is to be treated as confidential by any such person.

19.2.3 Any person to whom the benefit of all such rights has been effectively transferred, subject to such obligations, may enforce this Deed and/or any Supplemental Deed in the same way as if it had been a Party instead of the Security Agent.

19.2.4 If the Security Agent transfers part only of its rights in respect of the Secured Liabilities to any person, then this Deed and/or any Supplemental Deed shall thereupon be deemed to have been entered into by the Security Agent as trustee for the Secured Parties and such other person.

## **20. BORROWER'S ACKNOWLEDGEMENT**

### **20.1 The Borrower enters into this Deed to:**

20.1.1 acknowledge the security, assignments and undertakings given by the Company in relation to the assets of the Sub-Fund and the rights of the Security Agent in relation thereto; and

20.1.2 in addition to (but without double counting) any indemnity given by the Borrower under the terms of the Facility Agreement, to agree to indemnify, guarantee or pay any costs, expenses or losses incurred by the Security Agent, any Enforcement Party or any Secured Party arising from any liability, act or omission of the Company under this Deed on the same basis as set out in clause 13 (*Indemnity*) and clause 15 (*Costs and Expenses*) of the Facility Agreement, except for any expense, loss, liability or damage arising from the Company's gross negligence, fraud or wilful misconduct which shall remain the liability of the Company subject to the other terms of this Deed.

20.2 The parties acknowledge that the Company has entered into this Deed and undertakes all actions in connection with it on the instruction of the Borrower.

## **21. GOVERNING LAW AND JURISDICTION**

### **21.1 Governing law**

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

### **21.2 Jurisdiction**

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

21.2.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

## **22. THIS DEED**

### **22.1 Consideration**

The Company has entered into this Deed and/or any Supplemental Deed in consideration of the Secured Parties or some of them agreeing to provide (or to continue to provide) finance facilities to it on the terms agreed between them.

### **22.2 Execution of this Deed - counterparts**

If the Parties execute this Deed and/or any Supplemental Deed in separate counterparts, this Deed will take effect as if they had all executed a single copy.

### **22.3 Execution of this Deed - formalities**

This Deed and any Supplemental Deed is intended to be a deed even if any Party's execution is not in accordance with the formalities required for the execution of deeds.

### **22.4 Amendments and waivers**

Any provision of this Deed or any Supplemental Deed may be amended only if the Security Agent and the Company so agrees in writing and any breach of this Deed and/or any Supplemental

Deed may be waived before or after it occurs only if the Security Agent so agrees in writing. A waiver given or consent granted by the Security Agent under this Deed and/or any Supplemental Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

## **22.5 Partial invalidity**

22.5.1 If, at any time, any provision of this Deed and/or any Supplemental Deed is or is found to have been illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect the legality, validity or enforceability of the other provisions of this Deed or any Supplemental Deed, nor the legality, validity or enforceability of the affected provision under the law of any other jurisdiction.

22.5.2 If any Party is not bound by this Deed and/or any Supplemental Deed (or any part of it) for any reason, this does not affect the obligations of each other Party under this Deed and/or any Supplemental Deed (or under the relevant part).

## **22.6 Other security**

This Deed and/or any Supplemental Deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other security or guarantee which the Security Agent may now or at any time after the date of this Deed and/or any Supplemental Deed hold for or in respect of the Secured Liabilities.

## **22.7 Ownership of this Deed**

This Deed and/or any Supplemental Deed and every counterpart of this Deed and/or any Supplemental Deed is the property of the Security Agent.

**This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.**

# SCHEDULE 1

## Details of Property

No.	Chargor	Property Name	Title Number(s)	Tenure	Land Registry Official Copy Description(s)
1.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Fiveways Leisure Park Fiveways Leisure Centre, Birmingham	WM680112 WM733265 WM770518	Leasehold	Fiveways Leisure Park, Fiveways Leisure Centre, Birmingham  Site bounded by Broad Street, Bishopsgate Street, Tennant Street and St Martin's Street, Birmingham  38 Bishopsgate Street, Birmingham (B15 1EJ)
2.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	DHL Stanton Sumner Road  Shepherds Grove  Bury St Edmunds	SK197584 SK4635  SK4671	Freehold	DHL Stanton Sumner Road Sheperds Grove Bury St Edmunds  Land at Shepherds Grove Industrial Estate, Stanton  Land at Sheperds Grove
3.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Spectrum Mead Way  Swindon	WT203253  WT203255	Freehold	Spectrum Mead Way Swindon  Land lying to the North of Shaw Road, Shaw, Swindon  Land lying to the north east of a road leading from Nine Elms to Swindon

4.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Grazebrook Industrial Peartree Lane Dudley	WM764714  WM810046  MM114393	Freehold	Unit 5 And Unit 6, Grazebrook Industrial Park, Peartree Lane, Dudley (DY2 0XW)  Blocks 2 And 4, Grazebrook Industrial Park, Peartree Lane, Dudley  Land at Grazebrook Industrial Park, Peartree Lane, Dudley (DY2 0XW)
5.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	London East Leisure 2 Dagenham	TGL503248	Freehold	London East Leisure 2 Dagenham - East Thames Plaza, Dagenham Leisure Park, Cook Road, Dagenham, RM9 6UQ
6.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Hengrove Leisure Park Hengrove Way Bristol	BL70066  BL52254	Leasehold	Hengrove Leisure Park Hengrove way Bristol  land on the east side of Hengrove Way, Hengrove Park, Bristol
7.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	56-64 Broadmead and 41-45 and 51-53 Merch Bristol	BL126049 AV186003 BL52022  BL18681 AV141002 AV219505  AV57151 BL145324	Leasehold	52 to 64 (Even) Broadmead and 41 to 45 (Odd) Merchant Street, Bristol       51-53 Merchant Street, Bristol, BS1 3EE   53 Merchant

					Street, Bristol (BS1 3EE)
8.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Mill Square and Mill Court Featherstone Road Milton Keynes	BM151819 BM131962	Freehold	Mill Square and Mill Court - 7 Mill Square, Featherstone Road, Wolverton Mill, Milton Keynes (MK12 5ZD)  Mill Court, Featherstone Road, Wolverton Mill, Milton Keynes (MK12 5RD)
9.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Pryzm Nightclub 154-156 Clarence Street Kingston upon Thames	TGL140394	Freehold	Pryzm Nightclub 154-156 Clarence Street Kingston Upon Thames Oceana, 154-156 Clarence Street, Kingston Upon Thames, KT1 1QP
10.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	6-14 Station Road and 15-18 Friar Street Reading	BK284996	Freehold	6-14 Station Road and 15-18 Friar Street Reading - Land on the east side of Station Road, Reading, RG1 1DB
11.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Aldermans Green IE Barlow Road Coventry	WM920913	Freehold	Aldermans Green IE – Barlow Road Coventry - Land and buildings on the South side of Barlow Road, Coventry
12.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Armourers House Queen Charlotte Street Bristol	AV25098	Freehold	Armourers House - 9 to 15 (odd numbers) Little King Street and 50 Queen Charlotte Street, Bristol

13.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Units 1, 2 and 4 Jamage Industrial Estate Talke Pits Stoke on Trent	SF332991 SF229480 SF336966	Freehold Freehold Leasehold	Unit 1, Jamage Road Industrial Estate, Talke Pits, Stoke-On-Trent (ST7 1XW)  Unit 2, Jamage Industrial Estate, Talke Pits, Stoke-On-Trent (ST7 1XW)  Unit 4 Jamage Industrial Estate, Pit Lane, Talke
14.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	27 High Street Chelmsford	EX727526 EX353191	Freehold Leasehold	27-33 High Street, Chelmsford, CM1 1DA
15.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	St David's Retail Park St David's Road Swansea	WA344678	Freehold	St Davids Retail Park - Units 1 And 2, St Davids Industrial Estate, St Davids Road, Swansea Enterprise Park, Swansea, SA6 8RX
16.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Speke Hall Avenue Speke Liverpool	MS601810	Leasehold	Speke Hall Avenue, Speke, Liverpool - H.P Chemie Pelzer (UK) Ltd, Speke Hall Avenue, Liverpool, L24 1UU
17.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	9-25 Bold Street Liverpool	MS302270 LA315529 LA315530 MS302271	Freehold	9-25 Bold Street Liverpool – 17-19 Bold Street, Liverpool (L1 4DN)  9, 11 and 13 Bold Street, Liverpool, L1 4DN  15 Bold Street, Liverpool, L1

					4DN  21 to 25 (odd), Bold Street, Liverpool (L1 4DN)
18.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Whitehall Trading Estate Gerrish Avenue Bristol	AV53614	Freehold	Units 1-9 Whitehall Trading Estate, Gerrish Avenue, Whitehall, Bristol, BS5 9DF
19.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Mecca Bingo Skimpot Road Luton	BD55354 BD55353	Freehold	Mecca Bingo, Ceasars Palace, Skimpot Road, Luton
20.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Anglo Office Park, High Wycombe	BM322732	Leasehold	Anglo Office, Lincoln's Inn Office, Anglo Office Park Twyford  High Wycombe
21.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Lincoln's Inn Lincoln's Inn Office Anglo Office Park Twyford  High Wycombe	BM164023  BM274503    BM173582	Freehold    Leasehold	Lincoln's Inn - Land on the East side of Lincoln Road, Cressex Business Park, High Wycombe  Chichester Building, Lincoln Road, High Wycombe, HP12 3RE  Parking Space Tooks Court, Lincoln Road, Cressex Business Park, High Wycombe
22.	The Bank of New York Mellon (International) Limited, as Depositary for	The Rivergate Shopping Centre Viersen Platz	CB265827	Freehold	Rivergate Shopping Centre - 92 to 104 (even) Bridge Street and 1 to



	and on behalf of the Borrower	Peterborough			24 (inclusive), 27 and 28 Rivergate Arcade, Viersen Platz, Rivergate Centre, Peterborough
23.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Jerome Retail Park Midland Road Walsall	WM518191 WM504620	Freehold	Jerome Retail Park, Midland Road, Walsall - Land and buildings on the north west side of Midland Road
24.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	The Kursaal Southend on Sea	EX970489	Leasehold	The Kursaal, Southend on Sea - Land lying to the east of Southchurch Avenue, Southend-On-Sea
25.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Unit F and G Cosgrove Close Blackpole Road Worcester	HW57732	Freehold	Units F And G, Cosgrove Close, Worcester (WR3 8UA)
26.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	62-85 Blackpole Road Worcester	HW89463 WR96067	Freehold	62-85 Blackpole Road Worcester - Land and buildings at Blackpole Trading Estate, Worcester
27.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Imperial Arcade 201 Western Road 1-7 Dyke Road Brighton	ESX237921 ESX201883	Freehold	Imperial Arcade 201 Western Road 11, 12, 12A, 14, 15B, 16, 17A, 17B and 17C Imperial Arcade and 1 to 13 Dyke Road, Brighton, BN1 3EA
28.	The Bank of New York Mellon (International) Limited, as	New Street Retail Park 50-54 New Street	K831010 K281190	Freehold	New Street Retail Park - Land on the North side of

	Depository for and on behalf of the Borrower	Ashford	K484757		New Street, Ashford  Land and buildings on the North side of New Street, Ashford.  Land on the North East side of New Street, Ashford
29.	The Bank of New York Mellon (International) Limited, as Depository for and on behalf of the Borrower	Booker Unit 1 Park Farm Road Folkestone	K424234	Freehold	Booker Unit 1 Park Farm Road - land and building on the north east side of Park Farm Road, Folkestone
30.	The Bank of New York Mellon (International) Limited, as Depository for and on behalf of the Borrower	Block L Peartree Business Park Crackley Way Dudley	WM697997	Leasehold	Unit L, Peartree Industrial Park, Crackley Way, Peartree Lane, Dudley (DY2 0UW)
31.	The Bank of New York Mellon (International) Limited, as Depository for and on behalf of the Borrower	29-31 The Horsefair and 6-10 St James Barton Bristol	AV188518 AV97208	Leasehold	29/31 The Horsefair, Broadmead, BS1 3JL  6-10 St James Barton, Bristol, BS1 3LT
32.	The Bank of New York Mellon (International) Limited, as Depository for and on behalf of the Borrower	91-101 Lower Precinct Coventry	WM816976	Leasehold	91-101 Lower Precinct, Coventry, CV1 1DS
33.	The Bank of New York Mellon (International) Limited, as Depository for and on behalf of the Borrower	233 High Street Uxbridge	NGL469758	Freehold	233 High Street, Uxbridge, UB8 1LE
34.	The Bank of New York Mellon (International)	3-11 Fairfax Street and 15-18 Nelson	AV239358	Leasehold	1 to 11 (odd) Fairfax Street and 15 to 18

	Limited, as Depositary for and on behalf of the Borrower	Street Bristol			Nelson Street, Bristol
35.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	24-32 Bond and 59-65 Horsefair Bristol	AV100742	Leasehold	24-32 Bond and 9-65 (odd), The Horsefair, Bristol, BS1 3JP
36.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Dakota House Poyle Road Colnbrook	BK332716	Freehold	Dakota House, Poyle Road, Colnbrook, Slough (SL3 0QX)
37.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Magnet Limited Portrack Lane Stockton on Tees	CE75022	Freehold	Magnet Limited - land and buildings on the South East side of Portrack Lane, Portrack Industrial Estate, Stockton-on-Tees
38.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	18-20 St Mary's Square Swansea	WA590175	Freehold	18-20 St Mary's Square - land on the East side of St Mary's Arcade, Swansea
39.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	53-63 Cornwall and 135-147 Armada Way Plymouth	DN373489 DN373490 DN373494	Leasehold	57 to 63 (odd) Cornwall Street, Plymouth, PL1 1NS  135-141 (odd), Armada Way, Plymouth, PL1 1HX  143-147 (odds) Armada Way, Plymouth, PL1 1HX
40.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of	69 Above Bar Street Southampton	HP271706	Leasehold	Snappy Snaps, 69 Above Bar Street, Southampton (SO14 7FE)

	the Borrower				
41.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Longs Steel UK Limited Chainbridge Road Blaydon on Tyne Newcastle	TY175397	Freehold	Longs Steel UK Limited - land lying to the south of Chain Bridge Road, Blaydon
42.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Tangent House Forbury Road Reading	BK290538 BK416421	Freehold	Tangent House, 16 Forbury Road, Reading, RG1 1SB
43.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Vacant & Clifton Trade Bathrooms Wallgate Wigan	GM408065 GM720910  GM465167 GM465166  GM465168	Freehold     Leasehold	Vacant & Clifton Trade Bathrooms - 121 Wallgate, Wigan  123-125 Wallgate, Wigan  123-125 Wallgate, Wigan (WN3 4AA)
44.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	50 New George Street and 131-133 Armada Way Plymouth	DN207914  DN173772	Leasehold	50 New George Street and 125, 127 and 129 Armada Way  131 Armada Way, Plymouth, PL1 1HX
45.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Centre 27 Birstall Leeds	WYK622421	Freehold	Centre 27 Birstall, Leeds - Units 1-9, Centre 27 Business Park, Bankwood Way, Birstall, Batley, WF17 9TB
46.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	David Lloyd Monkspath Leisure Park Highlands Road Solihull	WM642307	Freehold	David Lloyd, Monkspath Leisure Centre - Otium Park, Highlands Road, Shirley, Solihull, B90 4NU

47.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Chaffinch RP Chaffinch Road Castletown Sunderland	TY12788	Freehold	Chaffinch RP Chaffinch Road, Land on the east side of East View, Hylton Castle, Sunderland
48.	The Bank of New York Mellon (International) Limited, as Depositary for and on behalf of the Borrower	Four Ashes Industrial Estate  Four Ashes Wolverhampton	SF245229 SF312044 SF337704  SF374923 SF375195  SF480645  SF537029 SF540081	Freehold	Units 14, 15 and 16 Four Ashes Industrial Estate, Four Ashes, Wolverhampton  Land and Buildings on the North Side of Station Road, Four Ashes  Land lying to the north of Station Road, Four Ashes, Wolverhampton  Units 4 to 17 Four Ashes Industrial Estate, Station Road, Four Ashes  Unit, 2 Station Road, Four Ashes Industrial Estate, Four Ashes, Wolverhampton (WV10 7DB)  Land and buildings on the north west side of Station Road, Four Ashes, Wolverhampton  Land on the north side of Station Road, Four Ashes Industrial Estate, Four Ashes, Wolverhampton  Land adjoining Station Works, Station Road,

				Four Ashes, Wolverhampton (WV10 7BX)
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## SCHEDULE 2

### Form of notice to tenant

To: [name and address of tenant]

Dated: [date]

We refer to a lease dated [date] (Lease) between [●] (name of Chargor) (Chargor) and you in respect of [Property] (Property).

We, the Company, hereby notify you that by a Security Agreement dated [date] made by the Company in favour of Solutus Advisors Limited (Security Agent), the Company has charged or assigned absolutely (subject to a proviso for reassignment on redemption) to the Security Agent all of the Company's rights, title and interest in the Lease and in all amounts paid or payable to or for the account of the Company in connection with the letting, licence or grant of other rights of use or occupation of any part of the Property, including each of the following amounts:

1. rent, licence fees and equivalent amounts paid or payable;
2. any sum received or receivable from any deposit held as security for performance of your obligations;
3. a sum equal to any apportionment of rent allowed our favour;
4. any other moneys paid or payable in respect of occupation and/or usage of the Property and any fixture and fitting on the Property including any fixture or fitting on the Property for display or advertisement, on licence or otherwise;
5. any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
6. any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of the Lease;
7. any sum paid or payable in respect of a breach of covenant or dilapidations under the Lease;
8. any sum paid or payable by or distribution received or receivable from any guarantor of your obligations under the Lease;
9. any amount paid or payable to us by you by way of contribution to ground rent, insurance premia, the cost of an insurance valuation, a service or other charge in respect of our costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Property or a reserve or sinking fund or by way of VAT; and
10. any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Company,

(together, **Rental Income**), as security for certain obligations now or hereafter owed by the Company to the Security Agent.

We further notify and irrevocably and unconditionally instruct and authorise you that:

1. you may continue to deal with the Company in relation to the Lease until you receive written notice to the contrary from the Security Agent, thereafter the Company will cease to have any right to deal with you in relation to the Lease and therefore from that time you should deal only with the Security Agent;

2. you are authorised to disclose information in relation to the Lease to the Security Agent to or further authority from the Company;
3. you must pay or release all monies to which the Company is entitled under the Lease into the following account unless the Security Agent otherwise agrees in writing:
  - account number:
  - sort code:
  - account name:
4. you must supply copies of all notices and other information under the Lease to the Security Agent; and
5. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Company) by way of confirmation that:

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions; and
- (b) you have not received notice that the Company has charged or assigned its rights under the Lease to a third party or created any other interest (whether by way of security or otherwise) in the Lease in favour of a third party.

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

Yours faithfully, for and on behalf of *[Chargor]*

**[to be endorsed on copy notice]**

To: [name and address of Security Agent]

Copy to: [name and address of Chargor]

We hereby acknowledge receipt of the above notice and confirm our agreement to the matters set out in paragraphs (a) and (b) above.

Signed.

for and on behalf of [name of tenant]

Dated: [date]



### SCHEDULE 3

#### Form of notice to counterparties of Material Contracts

To: [name and address of counterparty]

Dated: [date]

Dear Sirs

[here identify relevant Material Contract] [Contract] made between (1) [Chargor] (Chargor) and (2) [here insert name of counterparty]

We [Chargor] hereby notify you that by a Security Agreement dated [●] (Security Agreement) made by (amongst others) the Company in favour of *Solutus Advisors Limited* (Security Agent) (as trustee and security agent for itself and certain other banks and financial institutions referred to in the Security Agreement as the Secured Parties), the Company has charged [or assigned absolutely (subject to a proviso for reassignment on redemption)] to the Security Agent all of the Company's rights, title and interest in the Contract as security for certain obligations now or hereafter owed by the Company to the Security Agent and other Secured Parties.

We further notify and irrevocably and unconditionally instruct and authorise you that:

1. you may continue to deal with the Company in relation to the Contract until you receive written notice to the contrary from the Security Agent, thereafter the Company will cease to have any right to deal with you in relation to the Contract and therefore from that time you should deal only with the Security Agent;
2. you are authorised to disclose information in relation to the Contract to the Security Agent on request without any enquiry by you as to the justification for such disclosure or reference to or further authority from the Company; and
3. the provisions of this notice may only be revoked with the written consent of the Security Agent.

Please sign and return the enclosed copy of this notice to the Security Agent (with a copy to the Company) by way of confirmation that:

- A you agree to the terms set out in this notice and to act in accordance with its provisions; and
- B you have not received notice that the Company has charged or assigned its rights under the Contract to a third party or created any other interest (whether by way or security or otherwise) in the Contract in favour of a third party.

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

Yours faithfully

for and on behalf of [Chargor]

[to be endorsed on copy notice]

To: [name and address of Security Agent]  
Copy to: [name and addresses of Chargor]

We hereby acknowledge receipt of the above notice and confirm our agreement to the matters set out in Paragraphs A and B above.

Signed .....  
for and on behalf of [name of counterparty]

Dated: [date]

## SCHEDULE 4

### Form of notice to landlord

To: [name and address of landlord]

Dated: [date]

[identify relevant Property/Properties] ([together the **Properties** and each a **Property**)

We [**Chargor**] (**Chargor**) give you notice that we have assigned and charged to Solutus Advisors Limited (**Security Agent**) (as trustee and security agent for itself and certain other banks and financial institutions) pursuant to a Security Agreement entered into by us in favour of the Security Agent dated [●] all our rights and remedies in connection with the lease[s] of the [Property]/[Properties] dated [●] and made between you (1) and ourselves (2) (the **Lease[s]**).

With effect from the receipt by you of this notice:

1. we irrevocably authorise and instruct you from time to time to:
  - 1.1 disclose to the Security Agent, such information relating to the Lease[s] as the Security Agent may from time to time request;
  - 1.2 without requiring further approval from us, provide the Security Agent with such information relating to the Lease[s] as it may from time to time request and to send copies of all notices issued by you under the Lease[s] to the Security Agent as well as to us; and
  - 1.3 send copies of all notices and other information given or received under the Lease[s] to the Security Agent.
2. All rights to compel performance of the Lease[s] are exercisable by the Security Agent although the Company shall remain liable to perform all the obligations assumed by it under the Lease[s].
3. All rights, interests and benefits whatsoever accruing to or for the benefit of ourselves arising from the Lease[s] belong to the Security Agent and no changes may be made to the terms of the Lease[s] without the Security Agent's consent.

These instructions may not be revoked, nor may the terms of the Lease[s] be amended, varied or waived without the prior written consent of the Security Agent.

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

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning it to the Security Agent at [address of Security Agent] marked for the attention of [●].

Yours faithfully

for and on behalf of

[**Chargor**]

[On copy only:]

To: [name and address of Security Agent]

FAO: [●]

We acknowledge receipt of a notice in the terms set out above and confirm that we have not received notice of any previous assignments or charges of or over any of the right and remedies in connection with the Lease[s] and that we will comply with the terms of that notice.

We further confirm:

1. we will notify you in writing if the annual rent, service charge or any other sums due and payable by the Company under the Lease[s] has not been paid within 14 days of its due date; and
2. that before serving a notice pursuant to Section 146 Law of Property Act 1925 or taking any other action or steps to forfeit the Lease[s] or re-enter the [Property]/[Properties] we will:
  - 2.1 give notice of any breach of the Lease[s] complained of to the Security Agent; and
  - 2.2 if the Security Agent confirms in writing to us within 14 days of such notice that it wishes to remedy the breach, allow the Security Agent 28 days (or such longer period as may be reasonable in view of the nature of the breach) to remedy the breach.]

Signed for and on behalf of

[Landlord]

By: [●]

Dated: [●]

## SCHEDULE 5

### Form of Supplemental Deed

THIS DEED is dated 20[●] and made between:

- (1) [●] (Company).
- (2) Solutus Advisors Limited (Security Agent).

#### BACKGROUND:

- (A) The Company has entered into a Security Agreement dated [date] (as supplemented and amended from time to time).
- (B) The Company has at the request of the Borrower and in consideration of the Secured Parties making or continuing to make facilities available to the Borrower or any other member of the Group determined to enter into this Deed.

#### 1. INTERPRETATION

- 1.1 In this Deed, terms defined in the Security Agreement shall, unless otherwise defined in this Deed, have the same meaning in this Deed and the following terms have the following meanings:

**Security Agreement** the security agreement dated [●] between [Original Chargors] and the Security Agent.

- 1.2 This Deed is supplemental to the Security Agreement. Clauses 1.2 (*Construction*) – Clause 1.4 (*Third Party Rights*), Clause 3.11 (*Full title guarantee and implied covenants*) and Clauses 3.2 to Clause 22 (*This Deed*) of the Security Agreement are incorporated into this Deed, as if references in those clauses to 'this Deed' were references to this Deed and as if all references in those clauses to Secured Assets were references to the assets of the Company from time to time charged in favour of, or assigned (whether at law or in equity) to, the Security Agent by or pursuant to this Deed.

- 1.3 The Company and the Security Agent agree and acknowledge this Deed is a Supplemental Deed under the Security Agreement.

#### 2. CHARGING CLAUSE

##### 2.1 Grant of Security

The Company hereby charges with full title guarantee in favour of the Security Agent as Security for the payment and discharge of the Secured Obligations, charges as security in favour of the Security Agent the following assets:

##### 2.1.1 First legal mortgage on specified land and buildings

by way of first legal mortgage all its Property (if any) identified in Schedule [1] (*Details of Property*) and any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such Property;

[ADDITIONAL SPECIFIC SECURITY TO BE INCLUDED ON A CASE BY CASE BASIS]

#### 3. SECURITY TO BE INCLUDED IN SECURITY AGREEMENT

For the purposes of this Deed and the Security Agreement and with effect from the date of this Deed, the property and assets of the Company mortgaged, charged or assigned to the Security Agent by or pursuant to this Deed shall form part of the Secured Assets and references in the

Security Agreement to the Security created by or pursuant to the Security Agreement shall be deemed to include the Security created by or pursuant to this Deed.

#### **4. NEGATIVE PLEDGE**

The Company agrees to the restrictions set out in Clause [5] (*Negative pledge and disposal restrictions*) of the Security Agreement in relation to the Secured Assets charged pursuant to this Deed.

#### **5. IMPLIED COVENANTS FOR TITLE**

- 5.1 The covenants set out in Section 3(1), 3(2) and 6(2) of the Law of Property (Miscellaneous Provisions) act 1994 will not extend to Clause 2 (*Fixed Security*).
- 5.2 It shall be implied in respect of Clause 2 (*Fixed Security*) that the Company is disposing of the Secured Assets free from all charges and encumbrances (whether monetary or not) and from all other rights exercisable by third parties (including liabilities imposed and rights conferred by or under any enactment).

#### **6. APPLICATION TO THE CHIEF LAND REGISTRAR**

The Company is to apply to the Land Registrar to enter on the register against the title number of or to be allocated to the relevant Secured Asset) of:

- (a) on The Land Registry form RX1, a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date of this deed] in favour of Solutus Advisors Limited referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its duly authorised officer"; and

- (b) where applicable upon receipt of The Land Registry form CH2 duly completed by the Security Agent, notice of an obligation to make further advances.

#### **7. FURTHER ADVANCES**

The Security Agent confirms that it must perform its obligations to the extent arising under the Finance Documents to make further advances. The Security Interests constituted by this Deed and/or any Supplemental Deed have been made for securing such further advances.

#### **8. LIABILITY AND RIGHTS OF THE [COMPANY]**

- 8.1 The Company is a party to this Deed solely in its capacity as depositary and as a result of the fact it is responsible for safekeeping of the assets of the Sub-Fund. In accordance with the FCA Rules, legal title to each Property is held in the name of the Company. The Company acts on the instruction of the Borrower in connection with this Deed and any related documents and is not responsible for the decision to enter into this Deed, the Finance Documents or any other related documents and accepts no liability or obligations whatsoever in connection with or as a result of the Finance Documents or any other related documents.
- 8.2 Notwithstanding any other provision of this Deed or the Security Agreement, it is hereby acknowledged and agreed that the [Company] acts solely in its capacity as depositary of the Sub-Fund, a sub-fund of the Borrower and as such any liability on its part pursuant to or in connection with this Deed or the Security Agreement is limited to the extent that the [Company] has recourse to the assets held by it for the time being for the Sub-Fund save to the extent that the [Company] has limited its rights of recourse to the assets by reason of its own acts or omissions.
- 8.3 Notwithstanding any provisions of this Deed or the Security Agreement, the [Company] shall have no obligation to meet any claim or liability under this Deed or the Security Agreement

except to the extent that it can properly meet this claim or liability out of the assets of the Sub-Fund save to the extent that the [Company] has limited its rights of recourse to the assets by reason of its own acts or omissions.

8.4. Insofar as this Deed or the Security Agreement relates to the Borrower or the [Company], this Deed and the Security Agreement shall:

8.4.1 only apply to the extent of, and in relation to, the assets which are held by the [Company] for the Borrower solely in relation to the Sub-Fund; and

8.4.2 not extend, or relate, to any other assets of the [Company] which are not held by the [Company] for the Borrower solely in relation to the Sub-Fund.

8.5. The parties agree that this Deed or the Security Agreement will be without prejudice to the Company's rights pursuant to the Depositary Agreement (including, without limitation, any right of set-off, right of retention or right or ability to debit the accounts held on behalf of the Borrower to receive payment of fees and any other expenses due to the Company).

## 9. RELEASE OF SECURITY

On the Discharge Date (but subject to Clause 16.7 (*Avoidance of settlements and other matters*)) the Security Agent shall at the request and reasonable cost of the Borrower execute and do all deeds, acts and things as may be reasonably necessary to release the Secured Assets from the security constituted hereby or pursuant hereto.

## 10. THIRD PARTY RIGHTS

A person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

## 11. APPLICABLE LAW

English law is applicable to this Deed and all matters including non-contractual obligations arising out of or in connection with it. The Parties submit to the exclusive jurisdiction of the English courts.

## 12. COUNTERPARTS

This deed may be executed in any number of counterparts, each of which shall be deemed an original and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed. Any party may enter into this Deed by signing any such counterpart.

This deed has been entered into as a deed on the date stated at the beginning of this deed.

*[insert Schedules as appropriate]*

*[insert execution provisions as appropriate]*

EXECUTION PAGE

THE COMPANY

Executed as a deed for and on behalf of **THE BANK OF NEW YORK MELLON (INTERNATIONAL) LIMITED** as depositary of the **AEW UK CORE PLUS PROPERTY FUND**, a sub-fund of the **AEW UK REAL ESTATE FUND** acting by

.....  
Director

\_\_\_\_\_, a director and

.....  
Director

\_\_\_\_\_, a director

OR

Executed as a deed by **THE BANK OF NEW YORK MELLON (INTERNATIONAL) LIMITED** as depositary of the **AEW UK CORE PLUS PROPERTY FUND**, a sub-fund of the **AEW UK REAL ESTATE FUND** acting by

.....  
Director

\_\_\_\_\_, a director, in the presence of:

*Signature (Witness)* .....

*Print Name* .....

*Address* .....

.....  
.....  
*Occupation* .....

Address: 160 Queen Victoria Street, London, EC4V 4LA

Fax:

Attention: Head of UK Trustee & Depositary



EXECUTION PAGE

THE COMPANY

Executed as a deed for and on behalf of THE  
BANK OF NEW YORK MELLON  
(INTERNATIONAL) LIMITED as depositary of the  
AEW UK CORE PLUS PROPERTY FUND, a sub-  
fund of the AEW UK REAL ESTATE FUND acting  
by

.....  
Director

....., a director and

.....  
Director

....., a director

OR

Executed as a deed by THE BANK OF NEW  
YORK MELLON (INTERNATIONAL) LIMITED as  
depositary of the AEW UK CORE PLUS  
PROPERTY FUND, a sub-fund of the AEW UK  
REAL ESTATE FUND acting by

JOHN JACK, a director, in the  
presence of:

  
.....  
Director

Signature (Witness)  .....

Print Name Deborah van Doorn .....

Address ..

Occupation Executive Assistant .....

Address: 160 Queen Victoria Street, London, EC4V 4LA

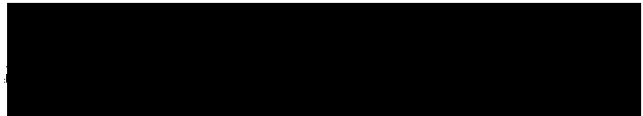
Fax:

Attention: Head of UK Trustee & Depositary

## THE BORROWER

Signed by **AEW UK REAL ESTATE FUND** in relation to its sub-fund **AEW UK CORE PLUS PROPERTY FUND**, acting by its authorised corporate director **AEW UK INVESTMENT MANAGEMENT LLP** itself acting by its Designated Members:

**AEW GLOBAL UK LIMITED**, acting by its director, Russell Paul Jewell, and



**Russell Paul Jewell**

Director of **AEW GLOBAL UK LIMITED**, a designated member of **AEW UK INVESTMENT MANAGEMENT LLP**

**AEW GLOBAL LIMITED**, acting by its director, Russell Paul Jewell



**Russell Paul Jewell**

Director of **AEW GLOBAL LIMITED**, a designated member of **AEW UK INVESTMENT MANAGEMENT LLP**

Address:

Fax:

Attention:

## THE SECURITY AGENT

Signed by \_\_\_\_\_ as authorised signatory for and on behalf of **SOLUTUS ADVISORS LIMITED**

\_\_\_\_\_  
as authorised signatory for **SOLUTUS ADVISORS LIMITED**

Address: Canal Mill, Botany Brow, Chorley, Lancashire, PR6 9AF

Fax: 0203 004 1789

Attention: Head of Servicing (UK)

**THE BORROWER**

Signed by **AEW UK REAL ESTATE FUND** in relation to its sub-fund **AEW UK CORE PLUS PROPERTY FUND**, acting by its authorised corporate director **AEW UK INVESTMENT MANAGEMENT LLP** itself acting by its Designated Members:

**AEW GLOBAL UK LIMITED**, acting by its director, **Russell Paul Jewell**, and

.....  
**Russell Paul Jewell**

Director of **AEW GLOBAL UK LIMITED**, a designated member of **AEW UK INVESTMENT MANAGEMENT LLP**

**AEW GLOBAL LIMITED**, acting by its director, **Russell Paul Jewell**

.....  
**Russell Paul Jewell**

Director of **AEW GLOBAL LIMITED**, a designated member of **AEW UK INVESTMENT MANAGEMENT LLP**

Address:

Fax:

Attention:

**THE SECURITY AGENT**

**TRACY BOSHELL**

**DIRECTOR**

Signed by \_\_\_\_\_ as  
authorised signatory for and on behalf of **SOLUTUS  
ADVISORS LIMITED**

**RITA WESTLUND**

**AUTHORISED SIGNATORY**

.....  
as authorised signatory for **SOLUTUS  
ADVISORS LIMITED**

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Attention: Head of Servicing (UK)