



Registration of a Charge

Company Name: **BENCHLEVEL DEVELOPMENTS LIMITED**

Company Number: **03385920**



Received for filing in Electronic Format on the: **22/03/2022**

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Details of Charge

Date of creation: **17/03/2022**

Charge code: **0338 5920 0030**

Persons entitled: **SANTANDER UK PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **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: **GATELEY PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3385920

Charge code: 0338 5920 0030

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th March 2022 and created by BENCHLEVEL DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd March 2022 .

Given at Companies House, Cardiff on 25th March 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**

This Deed is made on 17 March 2022

Between

- (1) **THE COMPANIES** listed in schedule 1 to this Deed (each an **Assignor** and together the **Assignors**); and
- (2) **Santander UK plc** (registered in England with number 2294747) whose registered office is at 2 Triton Square, Regent's Place, London NW1 3AN as security trustee for each of itself and each Secured Party (**Santander**, which expression shall include its successors in title, assigns and transferees).

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Affiliate means, in relation to a person, a Subsidiary of that person, a Holding Company of that person or any other Subsidiary of that Holding Company, in each case, from time to time

Borrowers means WBG Retail Limited (registered in England with number 08228791), 247 Portobello Road Limited (registered in England with number 08328209), Portobello Gold Limited (registered in England with number 08328200) and 67A Portobello Road Limited (registered in England with number 08339786) (and each being a **Borrower**)

Business Day means a day (other than a Saturday or Sunday) on which banks are open for general business in London

CA 2006 means the Companies Act 2006

Event of Default means any event of default under the Facility Agreement

Facility Agreement means the term loan facility agreement dated on or around the date of this Deed between the Borrowers and Santander (as the Lender) (as amended, restated, novated, replaced, supplemented or varied from time to time)

Finance Document means this Deed, the Facility Agreement, any Finance Document (as defined in the Facility Agreement) and any document governing or evidencing the terms of the Secured Liabilities and any other document designated as a Finance Document by Santander and the Borrowers

Holding Company means, in relation to a person, any person in respect of which it is a Subsidiary

IA 1986 means the Insolvency Act 1986

LPA 1925 means the Law of Property Act 1925

Receiver means any receiver, manager or administrative receiver appointed by Santander in respect of any Assignor or any of the Secured Assets

Relevant Agreement means each agreement or other document evidencing or recording the terms of any Relevant Debt

Relevant Debt means any monies, obligations and liabilities (whether actual or contingent, whether incurred solely or jointly with any other person and whether incurred as principal or surety) now or in the future due, owing or incurred by any Borrower to any Assignor in any currency, together with all interest on any of the same, and all costs, charges and expenses incurred in connection with any of the same, including but not limited to the unsecured loan made by any Assignor to any Borrower before the date of this Deed

Secured Assets means all of the assets and undertaking of each Assignor the subject of any security created by, under or supplemental to, this Deed in favour of Santander

Secured Liabilities means all monies and liabilities now or after the date of this Deed due, owing or incurred by any Borrower or any Assignor to any Secured Party whatsoever, in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by any Secured Party, except for any obligation which, if it were included here, would constitute unlawful financial assistance, or its equivalent in any other jurisdiction

Secured Party means Santander and its Affiliates

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

Security Period means the period beginning on the date of this Deed and ending on the date on which Santander is satisfied that the Secured Liabilities have been irrevocably and unconditionally satisfied in full and all facilities made available by any Secured Party to any Borrower or any Assignor have been cancelled

Subsidiary means a subsidiary undertaking within the meaning of section 1162 of the CA 2006

VAT means value added tax at the rate in force for the time being

1.2 Interpretation

- (a) Unless a contrary indication appears, a reference in this Deed to:
 - (i) Santander, any Affiliate of Santander, any Secured Party, the Assignors, or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of Santander, any person for the time being appointed as security trustee for the Secured Parties;
 - (ii) **assets** includes present and future properties, revenues and rights of every description (including any right to receive such revenues);
 - (iii) a Finance Document or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented or restated (however fundamentally) or replaced;
 - (iv) a **person** includes any individual person, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture,

consortium or partnership (whether or not having separate legal personality) or any other entity or body of any description;

- (v) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law, then being a type with which persons to which it applies customarily comply) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- (vi) a provision of law is a reference to a provision of any treaty, legislation, regulation, decree, order or by-law and any secondary legislation enacted under a power given by that provision, as amended, applied or re-enacted or replaced (whether with or without modification) whether before, on or after the date of this Deed;
- (vii) a time of day is a reference to London time; and
- (viii) **dispose** includes any sale, lease, licence, transfer or loan.
- (b) Clause and schedule headings are for ease of reference only.
- (c) Any word importing the singular shall include the plural and vice versa.
- (d) An Event of Default is **continuing** if it has not been remedied or waived to the satisfaction of Santander.
- (e) A term defined in this Deed has the same meaning when used in any notices, acknowledgements or other documents issued under or in connection with this Deed.

2 Charging provisions

2.1 General

All security created by each Assignor under this Deed is a continuing security for the payment and discharge of the Secured Liabilities, is granted with full title guarantee in respect of all the right, title and interest (if any), present and future, of each Assignor in and to the relevant Secured Asset and is granted in favour of Santander as security trustee for itself and each Secured Party.

2.2 Assignments

- (a) Each Assignor assigns, by way of security:
 - (i) the Relevant Agreements; and
 - (ii) the Relevant Debt owing to it.
- (b) Each Assignor shall remain liable to perform all its obligations under each Relevant Agreement and in respect of the Relevant Debt.

2.3 First fixed charges

Each Assignor charges by way of first fixed charge, to the extent that any assignment in clause 2.2 is ineffective as an assignment, the assets referred to in that clause.

3 Negative pledge

Each Assignor shall not (without the prior written consent of Santander) create or permit to subsist any security over any of the Secured Assets other than under this Deed.

4 Restrictions on disposals

Other than in accordance with the terms of the Facility Agreement, no Assignor shall (without the prior written consent of Santander) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any Secured Assets.

5 Warranty

Each Assignor represents and warrants to and for the benefit of Santander that as at the date of this Deed, the Relevant Debt owed to it by any Borrower comprises the unsecured loan on which interest and/or capital payments permitted under a subordination deed entered into by the Assignors and the Borrowers in favour of Santander on or around the date of this deed.

6 Further assurance

6.1 Each Assignor shall promptly do all such acts and execute all such documents (including, without limitation, any assignment, transfer, conveyance, assurance, mortgage, charge, notice and instruction) as Santander may reasonably specify (and in such form as Santander may reasonably require) in favour of Santander or its nominee(s) to:

- (a) create, perfect, protect and maintain the security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of Santander provided by or pursuant to this Deed or by law;
- (b) to confer on Santander security over any property and assets of that Assignor located in any jurisdiction equivalent or similar to the security intended to be conferred by or pursuant to this Deed; and/or
- (c) (if an Event of Default is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created by or under this Deed.

6.2 Any document required to be executed by any Assignor under this clause 6 will be prepared at the reasonable cost of the Assignors.

7 Notices of assignments and charges

7.1 Each Assignor shall at the request of Santander give notice in substantially the form specified in part 1 (Form of notice of assignment) of schedule 2 to each counterparty to each Relevant Agreement that that Assignor has assigned to Santander all its right, title and interest in the Relevant Agreement:

- (a) in the case of a Relevant Agreement subsisting at the date of this Deed, on the date of this Deed; and
- (b) in the case of a Relevant Agreement coming into existence after the date of this Deed, upon that Assignor entering into that Relevant Agreement.

- 7.2 Each Assignor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in part 2 (Form of acknowledgement) of schedule 2 within 5 Business Days of that notice being given.

8 Undertakings

Each Assignor undertakes to Santander that during the Security Period:

8.1 Relevant Agreements

Compliance by counterparties

It shall use reasonable endeavours to procure that each counterparty to a Relevant Agreement complies with the terms of that Relevant Agreement in a proper and timely manner.

8.2 General

It shall not do or cause or permit to be done anything which may in any way materially depreciate, jeopardise or otherwise prejudice the value to Santander or any other Secured Party of the Security created by or under this Deed.

9 Power to remedy

- 9.1 If any Assignor fails to comply with any of the undertakings set out in clause 8 (Undertakings) it shall allow and irrevocably authorises Santander and/or such persons as it shall nominate to take such action on its behalf as shall be necessary to ensure that it complies with those undertakings.
- 9.2 If any Assignor fails to perform any obligation or other covenant affecting any Secured Asset, that Assignor shall permit Santander or its agents and contractors to comply with or object to any notice served on that Assignor relating to the Secured Asset and to take any action Santander may reasonably consider expedient to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- 9.3 Each Assignor shall on demand indemnify Santander against any cost, loss or liability incurred by it in taking any of the steps referred to in this clause 9.

10 Security power of attorney

Following the occurrence of an Event of Default which is continuing, each Assignor, by way of security, irrevocably and severally appoints Santander, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which that Assignor is obliged to take under this Deed. Each Assignor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause 10.

11 Enforcement of security

11.1 When security is enforceable

On the occurrence of any Event of Default which is continuing, the security created by and under this Deed is immediately enforceable.

11.2 Acts of enforcement

Santander may, at its absolute discretion, at any time when the security created by or under this Deed is enforceable:

- (a) enforce all or any part of the security created by or under this Deed in any manner it sees fit;
- (b) exercise its rights and powers conferred upon mortgagees by the LPA 1925, as varied and extended by this Deed, and rights and powers conferred on a Receiver by this Deed, whether or not it has taken possession or appointed a Receiver to any of the Secured Assets;
- (c) appoint a Receiver to all or any part of the Secured Assets; or
- (d) exercise its power of sale under section 101 of the LPA 1925 (as amended by this Deed).

11.3 Statutory powers - general

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the LPA 1925 and section 93 of the LPA 1925 do not apply to the security constituted by or under this Deed.
- (c) The statutory powers of leasing conferred on Santander are extended so that, without the need to comply with any provision of section 99 or section 100 of the LPA 1925, Santander is empowered to lease and make agreements for lease at a premium or otherwise, accept surrenders of leases and grant options or vary or reduce any sum payable under any leases or tenancy agreements as it may think fit.
- (d) Each Receiver and Santander is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 and the IA 1986 on mortgagees and Receivers.

11.4 Mortgagee in possession - no liability

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

11.5 Redemption of prior mortgages

At any time when the security created by or under this Deed is enforceable, Santander may, at the sole cost of the Assignors (payable to Santander on demand):

- (a) redeem any prior form of security over any Secured Asset; and/or
- (b) procure the transfer of that security to itself; and/or
- (c) settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed shall be conclusive and binding on any Assignor.

12 Receiver

12.1 Appointment of Receiver

- (a)
 - (i) At any time when any security created by or under this Deed is enforceable, Santander may appoint a Receiver to all or any part of the Secured Assets in accordance with clause 11.2(c) (Acts of enforcement).
 - (ii) At any time, if so requested in writing by any Assignor, without further notice, Santander may appoint a Receiver to all or any part of the Secured Assets as if Santander had become entitled under the LPA 1925 to exercise the power of sale conferred under the LPA 1925.
- (b) Any Receiver appointed under this Deed shall be the agent of each Assignor and each Assignor shall be solely responsible for his acts or defaults and for his remuneration and liable on any contracts or engagements made or entered into by him and in no circumstances whatsoever shall Santander be in any way responsible for any misconduct, negligence or default of the Receiver.

12.2 Removal

Santander may by written notice remove from time to time any Receiver appointed by it and, whenever it may deem appropriate, appoint a new Receiver in the place of any Receiver whose appointment has terminated.

12.3 Powers of Receiver

- (a) In addition to those conferred by the LPA 1925 on any Receiver appointed under that Act, each Receiver has, and is entitled to exercise, all of the rights, powers and discretions set out in this clause 12.3.
- (b) If there is more than one Receiver holding office at the same time, unless the document appointing him states otherwise, each Receiver may exercise all of the powers conferred on a Receiver under this Deed or under the IA 1986 individually and to the exclusion of any other Receivers.
- (c) A Receiver of any Assignor has all the rights, powers and discretions of an administrative receiver under the IA 1986.
- (d) A Receiver may:
 - (i) in the name of each Assignor:
 - (A) do all other acts and things which he may consider expedient for realising any Secured Asset; and
 - (B) exercise in relation to any Secured Asset all the powers, authorities and things which he would be capable of exercising if he were its absolute beneficial owner;
 - (ii) raise and borrow money (either unsecured or on the security of any Secured Asset, either in priority to the security constituted by this Deed or otherwise) on any terms and for whatever purpose which he thinks fit. No person lending that money need enquire as to the propriety or purpose of the exercise of that power or to check the application of any money so raised or borrowed;

- (iii) carry on the business of any Assignor as he thinks fit and, for the avoidance of doubt, a Receiver may apply for such authorisations as he considers in his absolute discretion appropriate;
- (iv) settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of any Assignor or relating in any way to any Secured Asset;
- (v) delegate his powers in accordance with clause 13 (Delegation);
- (vi) for the purposes of this Deed, as he thinks appropriate, on behalf of any Assignor or for itself as Receiver, appoint and discharge managers, officers, agents, accountants, servants, workmen and others upon such terms as to remuneration or otherwise as he may think proper and may discharge any such persons appointed by any Assignor;
- (vii) accept a surrender of any lease or tenancy of any Secured Assets on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender);
- (viii) bring, prosecute, enforce, defend and abandon all actions, suits and proceedings or submit to arbitration or any form of alternative dispute resolution in the name of any Assignor in relation to any Secured Asset as he considers expedient;
- (ix) take immediate possession of, get in and collect any Secured Asset;
- (x) give valid receipts for all monies and execute all assurances and things which may be expedient for realising any Secured Asset;
- (xi) sell, exchange, convert into monies and realise any Secured Asset by public auction or private contract in any manner and on any terms which he thinks proper. The consideration for any such transaction may consist of cash, debenture or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit.
- (xii) form a Subsidiary of any Assignor and transfer to that Subsidiary any Secured Asset;
- (xiii) without restriction sell, let or lease, or concur in selling, letting or leasing, or vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over or otherwise dispose of or deal with, all or any part of the Secured Assets without being responsible for loss or damage, and so that any such sale, lease or disposition may be made for cash payable by instalments, loan stock or other debt obligations or for shares or securities of another company or other valuable consideration;
- (xiv) form and promote, or concur in forming and promoting, a company or companies to purchase, lease, licence or otherwise acquire interests in all or any of the Secured Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or

any of the Secured Assets on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;

- (xv) redeem any prior security 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 each Assignor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
- (xvi) purchase or acquire any land and purchase, acquire or grant any interest in or right over land;
- (xvii) make calls conditionally or unconditionally on the members of any Assignor in respect of uncalled capital;
- (xviii) make, exercise or revoke any value added tax option to tax as he thinks fit; and
- (xix) do all other acts and things including without limitation, signing and executing all documents and deeds as may be considered by the Receiver to be incidental or conducive to any of the matters or powers listed here or granted by law or otherwise incidental or conducive to the preservation, improvement or realisation of the Secured Assets and to use the name of any Assignor for all the purposes set out in this clause 12.

12.4 Remuneration

Santander may from time to time fix the remuneration of any Receiver appointed by it.

13 Delegation

Santander and any Receiver may delegate by power of attorney or in any other manner all or any of the powers, authorities and discretions which are for the time being exercisable by Santander and the Receiver (as appropriate) under this Deed to any person or persons as it shall think fit. Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as Santander and Receiver (as appropriate) may think fit.

14 Application of monies

- 14.1 Sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the LPA 1925 shall not apply to a Receiver appointed under this Deed.
- 14.2 All monies received by Santander or any Receiver under this Deed and applied in discharge of the Secured Liabilities shall be applied to the Secured Liabilities in such order as Santander may determine.
- 14.3 Santander and any Receiver may place any money received, recovered or realised pursuant to this Deed in an interest bearing suspense account and it may retain the same for such period as it considers expedient without having any obligation to apply the same or any part of it in or towards discharge of the Secured Liabilities.

15 Remedies and waivers

- 15.1 No failure to exercise, nor any delay in exercising, on the part of Santander or any Receiver, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial

exercise of any right or remedy prevent or restrict any further exercise of that or any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

- 15.2 A waiver given or consent granted by Santander under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

16 Protection of third parties

- 16.1 No person (including a purchaser) dealing with Santander or a Receiver or its or his agents has an obligation to enquire of Santander, the Receiver or others whether the Secured Liabilities have become payable, whether any power purported to be exercised has become exercisable, whether any Secured Liabilities or other monies remain outstanding, how any monies paid to Santander or to the Receiver shall be applied or the status, propriety or validity of the acts of the Receiver or Santander.
- 16.2 The receipt of Santander or any Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of Santander or any Receiver.
- 16.3 In clauses 16.1 and 16.2, **purchaser** includes any person acquiring, for money or monies worth, any lease of, or security over, or any other interest or right whatsoever in relation to, the Secured Assets or any of them.

17 Notices

All notices, demands and any consent must be in writing. Santander may serve a notice or demand on any Assignor at that Assignor's registered address. A notice or demand by Santander will be effective at the time of personal delivery or at 9.00am on the second Business Day after posting. A notice from any Assignor to Santander must be addressed to Securities – Business & Corporate Services, Santander UK plc, Area 3A, Ground Floor Ops Block, Bridle Road, Bootle, Merseyside L30 4GB and will be effective on receipt, if received before 4.00pm on a Business Day, or otherwise on the next Business Day.

18 Assignment

- 18.1 Santander and each other Secured Party may assign or otherwise transfer or deal with all or any of its rights under this Deed or any security created by or under it.
- 18.2 No Assignor may assign or otherwise transfer or deal with all or any of its rights or obligations under this Deed in whole or in part or enter into any transaction which would result in any of those rights or obligations passing to another person or something having similar effect.

19 Certificates and determinations

Any certification or determination by any member of the Secured Party of a rate or amount is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

20 Indemnity

- 20.1 Each Assignor shall promptly indemnify Santander and each other Secured Party and every Receiver and delegate, agent, nominee, attorney or co-trustee appointed by Santander (each an **Indemnified Person**) against any cost, loss or liability together with any associated VAT incurred by any of them as a result of:

- (a) the taking, holding, protection or enforcement of this Deed;
- (b) the exercise of any of the rights, powers, discretions and remedies vested in Santander and each Receiver and delegate by the Finance Documents or by law; and
- (c) any default by any Assignor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents.

20.2 Each Assignor shall indemnify Santander and each other Secured Party against any and all costs, losses, liabilities or expenses together with any associated VAT incurred by any of them arising (directly or indirectly) out of or in connection with the business or any real property of that Assignor.

20.3 Santander may indemnify itself out in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this clause and shall have a lien on this Deed and the proceeds of the enforcement of this Deed for all monies payable to it.

21 Exclusion of liability

No Assignor may take proceedings against any officer, employee or agent of Santander in respect of any claim it might have against Santander or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed and any officer, employee or agent of Santander may rely on this clause.

22 Miscellaneous

22.1 A Secured Party may set off any matured obligation, unpaid or any contingent obligation due to it from any Assignor against any obligation (whether or not matured) owed by that Secured Party to any Assignor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Secured Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

22.2 If a term of this Deed is or becomes illegal, invalid or unenforceable in any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such term under the law of any other jurisdiction will in any way be affected or impaired.

22.3 If Santander believes that any amount paid by any Assignor or any other person in respect of the Secured Liabilities is capable of being avoided or set aside for any reason, then for the purposes of this Deed, such amount shall not be considered to have been paid.

22.4 Any settlement, discharge or release between any Assignor and any Secured Party shall be conditional upon no security or payment to or for that Secured Party by that Assignor or any other person being avoided or set aside or ordered to be refunded or reduced by virtue of any law relating to bankruptcy, insolvency or liquidation or otherwise.

22.5 If Santander or any other Secured Party receives notice of any other subsequent security or other interest affecting any of the Secured Assets it may open a new account or accounts for any Assignor in its books. If it does not do so then, unless it gives express written notice to the contrary to that Assignor, as from the time of receipt of such notice by Santander, all payments made by that Assignor to Santander or any other Secured Party shall be treated as having been credited to a new account of that Assignor and not as having been applied in reduction of the Secured Liabilities.

- 22.6 If Santander enforces the security constituted by or under this Deed at a time when no amounts are due to any Secured Party but at a time when amounts may or will become due, Santander (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest bearing suspense account.
- 22.7 The security created by this Deed is continuing security and shall remain in full force and effect regardless of any intermediate payment or discharge by any Assignor or any other person of any or the Secured Liabilities. It is in addition to any other security held by any Secured Party at any time for any of the Secured Liabilities, may be enforced without first having recourse to any other rights of any Secured Party and is not in any way prejudiced by any guarantee or security now or subsequently held by any Secured Party.
- 22.8 Unless otherwise stated in any Finance Document, 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 enjoy the benefit of any term of this Deed or any other document issued or entered into under or in connection with it.
- 22.9 Santander will not be liable for any action taken by it (or any omission to take action) under or in connection with this Deed unless directly caused by its gross negligence or wilful misconduct. Neither Santander nor any Receiver shall be liable in respect of all or any part of the Secured Assets or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective powers unless such loss or damage is caused by its gross negligence or wilful acts of default and recklessness. Neither Santander nor any Receiver shall be liable for any losses, liabilities or expenses arising from any act, default, omission or misconduct on the part of any delegate to whom any powers, authorities or discretions are delegated.
- 22.10 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Finance Documents and of any side letters relating to the Finance Documents and the Secured Liabilities are incorporated into this Deed.

23 Fees, costs and expenses

23.1 Enforcement and preservation costs

The Assignors shall, within 3 Business Days of demand, pay to Santander on a full indemnity basis the amount of all costs, fees and expenses (including legal fees and stamp duties) together with any associated VAT incurred by Santander in connection with the enforcement of or the preservation of any rights under this Deed and proceedings instituted by or against Santander as a consequence of taking or holding this Deed or enforcing these rights.

23.2 Interest on late payments

If any Assignor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the rate and in the manner as set out in any Finance Document. Any interest accruing under this clause 23.2 shall be immediately payable by the Assignors on demand by Santander.

24 Governing law

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the law of England.

25 Enforcement

25.1 Jurisdiction of English courts

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed (**Dispute**)).
- (b) The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party to this Deed will argue to the contrary.
- (c) This clause 25 is for the benefit of Santander. As a result, Santander shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, Santander may take concurrent proceedings in any number of jurisdictions.

25.2 Service of process

The Civil Procedure Rules regarding service and deemed service will not apply to any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed, which shall instead be served in accordance with this clause 25.2. Any letter or other communication notifying a claim or serving legal proceedings under or in connection with this Deed may not be made by way of fax and must be made pursuant to clause 17 (Notices).

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

Schedule 1**Assignors**

Name	Registration number
Benchlevel Developments Limited	03385920
166 Westbourne Grove Limited	05851121
247 Portobello Road Limited	08328209
Portobello Star Limited	08393356
Benchlevel Properties Limited	03145504
WBG Retail Limited	08228791
Chelsea Galleries Portobello Limited	07678763

Schedule 2

Form of notice of assignment and acknowledgement

Part 1 - Form of notice of assignment

To: ♦

Dated: ♦

Dear Sirs

The agreement described in the attached schedule (the Agreement)

We hereby notify you that we have assigned to Santander as security trustee for itself and certain other persons (**Santander**) all our right, title and interest in and to the Agreement (including all monies payable under the Agreement).

We hereby irrevocably and unconditionally authorise and instruct you:

- 1 without notice or reference to or further authority from us and without enquiring as to the justification or the validity of those instructions, to comply only with any instructions from time to time received by you from Santander relating to the Agreement; and
- 2 to pay all sums payable by you under the Agreement directly to our account at:

Bank: ♦

Account number: ♦

Sort code: ♦

(the **Account**) or such other account as Santander may specify from time to time.

We remain liable to perform all our obligations under the Agreement and Santander is under no obligation of any kind whatsoever under the Agreement nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Agreement.

Please sign and return the acknowledgement attached to one enclosed copy of this notice to Santander and the other copy to us.

The provisions of this notice (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

Yours faithfully

.....
for and on behalf of

♦

Schedule

[Description of Agreement]

[Attach form of acknowledgment]

Part 2 - Form of acknowledgement

To: Santander UK plc
Securities Team
6th South Admin
Bridle Road
Bootle
Merseyside
L30 4GB

To: [name of Assignor] (**Assignor**)
[address]

Dated: ♦

We acknowledge receipt of the notice of assignment (**Notice**) of which the enclosed is a duplicate. Terms defined in the Notice shall have the same meaning when used in this acknowledgement. We confirm that:

- (a) we will not agree to any amendment, waiver or release of any provision of the Agreement without the prior written consent of Santander;
- (b) we shall act in accordance with the Notice;
- (c) the Assignor will remain liable to perform all its obligations under the Agreement and Santander is under no obligation of any kind whatsoever under the Agreement nor under any liability whatsoever in the event of any failure by the Assignor to perform its obligations under the Agreement;
- (d) no breach or default on the part of the Assignor of any of the terms of such Agreement will be deemed to have occurred unless we have given notice of such breach to Santander specifying how to make good such breach;
- (e) we have made all necessary arrangements for all future payments payable under such Agreement to be made into the Account;
- (f) as at the date of this acknowledgement we have not received any notice of assignment or charge of the **Assignor's** interest in the Agreement in favour of any other person; and
- (g) we do not have and have not claimed or exercised any right or claim against the Assignor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Agreement.

The provisions of this acknowledgement (and any non-contractual obligations arising out of or in connection with it) are governed by English law.

For and on behalf of
[Counterparty]

SIGNATURES TO THE DEED OF ASSIGNMENT

ASSIGNORS

Executed as a deed by **Benchlevel
Developments Limited** acting by a director in
the presence of

) 
)
) Director

I confirm that the witness
named below was
physically present when I
signed this deed.


.....
Signature of witness

I confirm that I was
physically present when
the above signatory
signed this deed.

Name **Helena Albinsson**

Address ... 
.....

Executed as a deed by **166 Westbourne Grove
Limited** acting by a director in the presence of


) 
)
) Director

I confirm that the witness
named below was
physically present when I
signed this deed.


.....
Signature of witness

I confirm that I was
physically present when
the above signatory
signed this deed.

Name **Helena Albinsson**

Address ... 
.....

Executed as a deed by **247 Portobello Road Limited** acting by a director in the presence of

) 
)
) Director

I confirm that the witness named below was physically present when I signed this deed.


.....

Signature of witness

Name **Helena Albinsson**

Address 
.....

I confirm that I was physically present when the above signatory signed this deed.

Executed as a deed by **Portobello Star Limited** acting by a director in the presence of

) 
)
) Director

I confirm that the witness named below was physically present when I signed this deed.


.....

Signature of witness

Name **Helena Albinsson**

Address 
.....

I confirm that I was physically present when the above signatory signed this deed.

Executed as a deed by **Benchlevel Properties Limited** acting by a director in the presence of

) 
)
) Director

I confirm that the witness named below was physically present when I signed this deed.


.....

Signature of witness

Name **Helena Albinsson**

Address 
.....

I confirm that I was physically present when the above signatory signed this deed.

Executed as a deed by **WBG Retail Limited**
acting by a director in the presence of

) 
)
) Director

I confirm that the witness
named below was
physically present when I
signed this deed.

.....
Signature of witness

Name **Helena Albinsson**

Address


I confirm that I was
physically present when
the above signatory
signed this deed.

Executed as a deed by **Chelsea Galleries**
Portobello Limited acting by a director in the
presence of

) 
)
) Director

I confirm that the witness
named below was
physically present when I
signed this deed.

.....
Signature of witness

Name **Helena Albinsson**

Address


I confirm that I was
physically present when
the above signatory
signed this deed.

Santander

Signed by)
duly authorised for and on behalf of)
Santander UK plc)

Executed as a deed by **WBG Retail Limited**)
acting by a director in the presence of)
) Director

.....
Signature of witness

Name

Address

.....

Executed as a deed by **Chelsea Galleries**)
Portobello Limited acting by a director in the)
presence of) Director

.....
Signature of witness

Name

Address

.....

Santander

Signed by *Andrew Cameron*)
duly authorised for and on behalf of)
Santander UK plc)

