



Registration of a Charge

Company name: **TOWNCENTRE PROPERTIES LTD**

Company number: **03952495**



X825CIHM

Received for Electronic Filing: **27/03/2019**

Details of Charge

Date of creation: **25/03/2019**

Charge code: **0395 2495 0001**

Persons entitled: **ICICI BANK UK PLC**

Brief description: **THE LEASEHOLD PROPERTY BEING FLAT 4, 75A PUTNEY BRIDGE ROAD, LONDON, SW15 PURSUANT TO A LEASE DATED ON OR AROUND THE DATE OF THE INSTRUMENT AND MADE BETWEEN (1) WYNBAY LIMITED AND (2) TOWNCENTRE PROPERTIES LTD TO BE REGISTERED OUT OF THE FREEHOLD TITLE NUMBER LN195355. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **DWF LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3952495

Charge code: 0395 2495 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th March 2019 and created by TOWNCENTRE PROPERTIES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th March 2019 .

Given at Companies House, Cardiff on 28th March 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

EXECUTION VERSION

Dated 25 MARCH 2019

DEBENTURE

between

(1) Towncentre Properties Ltd

and

(2) ICICI Bank UK Plc



ICICI BANK

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THIS DEBENTURE is made as a Deed on the 25 day of MARCH 2019

BETWEEN:

- (1) **Towncentre Properties Ltd** a company incorporated in England and Wales with registered number 03952495 whose registered office is at New Burlington House, 1075 Finchley Road, London NW11 0PU (**Chargor**); and
- (2) **ICICI Bank UK Plc** registered with company number 04663024 whose registered address is at 3rd Floor, One Thomas More Square, London E1W 1YN (**Bank**).

THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed, unless the context otherwise requires, the following words shall have the following meanings:

Act means the Law of Property (Miscellaneous Provisions) Act 1994;

Administrator means an administrator appointed to manage the affairs, business and property of the Chargor pursuant to clause 14;

Assigned Agreements means each of the agreements referred to in Schedule 2 (Assigned Agreements) and any other agreement designated as an Assigned Agreement by the Bank and the Chargor;

Bank Balances means all moneys (including interest) now and from time to time standing to the credit of any account now and from time to time held by the Chargor with any financial institution (including any Designated Account) and the debts represented thereby together with all rights and benefits accruing to or arising in connection with each such account (including without limitation, all entitlements to interest in respect of each such account);

Book Debts means all present and future book and other debts, fees, income and monetary claims recoverable, receivable, due or owing to the Chargor and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Chargor in relation to any of them (whether actual or contingent and whether arising under contract or in any other manner whatsoever);

Borrower means Wynbay Limited, registered in England and Wales with registered number 01299082;

Charged Assets means all the property, assets and rights charged under this Deed;

Default Rate means the default rate of interest as defined in the Facility Letter;

Delegate means any person appointed by the Bank or any Receiver or any Administrator pursuant to clause 1818 and any person appointed as attorney of the Bank, Receiver or Delegate;

Designated Account means any account of the Chargor nominated by the Bank as a designated account for the purposes of this Deed;

Encumbrance means any mortgage, charge (whether fixed, floating, legal or equitable), option, pledge, lien, assignment, hypothecation, security interest, preferential right or trust arrangement, Lease or other encumbrance interest security agreement or arrangement of any kind or any right conferring or purporting to confer a priority of payment and any agreement, whether conditional or otherwise, to create any of the foregoing;

Environment means the natural and man-made environment including all or any of the air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organism (including man) or system supported by those media;

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

Facility Letter means the facility letter dated on or about the date as this Deed from the Bank to the Borrower as may be varied, supplemented or substituted, from time to time;

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

Financial Collateral Regulations means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226);

Fixed Charged Assets means all the property, assets and rights referred to under clauses 4.1.1 to 4.1.15 inclusive;

Floating Charged Assets means all the property, assets and rights charged under clause 4.1.16;

Full Title Guarantee has the meaning ascribed by the Act;

Insolvency Event means:

- (a) the taking of any action for or with a view to the making of an administration order or the appointment of an administrator in respect of the Chargor or any of its Subsidiaries; or
- (b) the taking of any action for or with a view to the winding-up, dissolution, liquidation reconstruction or reorganisation of the Chargor or any of its Subsidiaries; or
- (c) the Chargor or any of its Subsidiaries becomes insolvent or is unable to pay its debts or enters into a voluntary arrangement or other dealing with any of its creditors with a view to avoiding, or in expectation of, insolvency or stops or threatens to stop payments to creditors generally; or
- (d) an encumbrancer takes possession or an administrator, receiver or manager is appointed of the whole or any material part of the assets of the Chargor or any of its Subsidiaries; or
- (e) a distress, execution, attachment or other legal process being levied or enforced upon or sued against all or any part of the assets of the Chargor or any of its Subsidiaries and which remains undischarged for seven days and includes any equivalent or analogous proceeding by whatever name known in whatever jurisdiction;

Insurance Policy means any policy of insurance (including without limitation, any insurance relating to the Charged Assets and any Key man insurance or assurance) in which the Chargor may from time to time have an interest (as amended and supplemented) and all Related Rights;

Intellectual Property Rights means the Chargor's patents, patent applications, trademarks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Chargor or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Chargor or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights;

Investments means:

- (a) the Shares;

(b) any present or future stocks, shares, debentures, securities and certificates of deposit and other instruments creating or acknowledging indebtedness, including alternative financial bonds;

(c) all interests in collective investment schemes, in whatever form or jurisdiction any such scheme is established, including partnership interests;

(d) all warrants, options and other rights to subscribe or acquire any of the investments described in paragraphs (a) or (b) above;

(e) all certificates and other instruments conferring contractual or property rights (other than options) in respect of the investments in paragraphs (a), (b) or (c) above; and

(f) all options to acquire any investments described in paragraphs (a), (b), (c) or (d) above,

in each case whether held directly by or to the order of the Chargor or by any trustee, nominee, custodian, fiduciary or clearance system on its behalf (including all rights against any such trustee, nominee, fiduciary or clearance system) and all Related Rights;

LPA means the Law of Property Act 1925;

Lease means any lease, underlease, tenancy, licence or other right of occupation to which the Property is from time to time subject together with any related guarantee or other security for the performance of the lessee's obligations;

Properties means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Chargor, or in which the Chargor holds an interest (including, but not limited to, the properties specified in Schedule 1), and **Property** means any of them;

Receiver means a receiver, receiver and manager or administrative receiver of any or all of the Charged Assets appointed by the Bank under clause 11 and/or 13;

Related Rights means, in relation to any asset:

(a) the proceeds of sale of any part of that asset and any right, money, shares or property accruing, offered or issued at any time in relation to that asset by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise;

(b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;

(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and

(d) any monies and proceeds paid or payable in respect of that asset (including, without limitation, any dividend, interest or other distribution paid or payable in relation to an Investment);

Relevant Agreement means any agreement between the Bank and the Chargor and/or the Borrower relating to Secured Liabilities and includes the Facility Letter;

Secured Liabilities means all or any monies, obligations and liabilities which are for the time being and from time to time (and whether on or at any time after demand) due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Bank by the Borrower and/or the Chargor, whether actually or contingently, solely or jointly and whether as principal or surety or in any other capacity, and whether or not the Bank shall have been an original party to the relevant transaction, including, without limitation interest (including without limitation, default interest), discount, commission and all other charges or expenses which the Bank may charge or incur in respect of any of those matters, as well after as before any demand made or decree or judgment obtained under this Deed;

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

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

Shares means all of the shares held by, to the order or on behalf of, the Chargor at any time; and

Subsidiary has the meaning given in Section 1159 of the Companies Act 2006.

1.2 In this Deed, unless the context otherwise requires:

1.2.1 any reference to a clause, sub-clause, schedule or party is to a clause, sub-clause of, or schedules or party to, this Deed;

1.2.2 any reference to the Bank shall include its successors in title, permitted assigns and permitted transferees;

1.2.3 all references to a statute shall be construed as including references to:

1.2.3.1 any statutory modification, consolidation or re-enactment (whether before or after the date of this Deed) for the time being in force;

1.2.3.2 all statutory instruments or orders made pursuant to that statute; or

1.2.3.3 any statutory provisions of which it is a consolidation, re-enactment or modification;

1.2.4 any phrase introduced by the terms 'including', 'include, in particular' or any similar expression is illustrative only and does not limit the sense of the words preceding those terms;

1.2.5 any reference to this Deed or to any other agreement or document shall be construed as references to this Deed or, as the case may be, such other agreement or document, in each case as amended, supplemented, restated or novated from time to time; and

1.2.6 a reference to the singular included the plural and vice versa.

1.3 A reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution.

1.4 The headings in this Deed are inserted for convenience only and do not affect the interpretation of this Deed.

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

1.5.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time;

1.5.2 the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;

1.5.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property and any monies paid or payable in respect of those covenants; and

1.5.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.6 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Letter and of any side letters between any parties in relation to the Facility Letter are incorporated into this deed.

2 CLAWBACK

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

3 COVENANT TO PAY

3.1 The Chargor covenants with the Bank that it will pay and discharge to the Bank, the Secured Liabilities immediately on demand as and when the same are expressed to be due for payment in accordance with their respective terms.

3.2 If the Chargor 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 (before and after any judgment and to the extent interest at a default rate is not

otherwise being paid on such sum) at the Default Rate and such interest shall be secured as part of the Secured Liabilities.

4 SECURITY

4.1 The Chargor with Full Title Guarantee charges as continuing security for the payment and discharge of the Secured Liabilities:

4.1.1 by way of first legal mortgage all the freehold and leasehold property of the Chargor (including the property described in Schedule 1) now vested in it together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery owned by the Chargor and from time to time in or on such property and the proceeds of sale of such assets;

4.1.2 by way of first fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or charged to the Chargor and all Related Rights;

4.1.3 by way of first fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Chargor and all Related Rights;

4.1.4 by way of first fixed charge all the plant and machinery vehicles and computer equipment of the Chargor present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts and all Related Rights;

4.1.5 by way of first fixed charge all furniture, furnishings, equipment, tools and other chattels of the Chargor present and future not regularly disposed of in the ordinary course of business and all Related Rights;

4.1.6 by way of first fixed charge, all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties and all Related Rights relating to each Property and the proceeds of sale of each Property;

4.1.7 by way of first fixed charge, all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Chargor's business or the use of any Charged Asset, and all Related Rights;

4.1.8 by way of first fixed charge, all the present and future goodwill and uncalled capital of the Chargor present and future;

4.1.9 by way of first fixed charge, all Investments and all Related Rights;

4.1.10 by way of first fixed charge all Intellectual Property Rights and all Related Rights;

4.1.11 by way of first fixed charge, all Bank Balances;

- 4.1.12 by way of first fixed charge all Book Debts and other debts of the Chargor present and future and the proceeds of payment or realisation of each of them and all Related Rights;
- 4.1.13 by way of first fixed charge all of the Chargor's goodwill and uncalled capital;
- 4.1.14 by way of first fixed charge, all its rights in respect of each Insurance Policy including all claims, the proceeds of all claims and all returns of premium in connection with each Insurance Policy, to the extent not effectively assigned under clause 4.7;
- 4.1.15 by way of first fixed charge, all its rights in respect of each Assigned Agreement and all other agreements, instruments and rights relating to the Charged Assets and all Related Rights, to the extent not effectively assigned under clause 4.7; and
- 4.1.16 by way of floating charge all the undertaking and all property assets and rights of the Chargor present and future not effectively mortgaged, charged or assigned under this Deed.

4.2 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to any floating charge created pursuant to this Deed and each such floating charge is a qualifying floating charge for the purposes of the Insolvency Act 1986.

4.3 The floating charge created by clause 4.1.16 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

4.3.1 the Chargor:

4.3.1.1 creates, or attempts to create, without the prior written consent of the Bank, an Encumbrance in favour of another person over all or any part of the Charged Assets (except as expressly permitted by the terms of this deed or the Facility Letter); or

4.3.1.2 disposes, or attempts to dispose of, all or any part of the Charged Assets (other than Charged Assets that are only subject to the floating charge while it remains uncrystallised);

4.3.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Charged Assets; or

4.3.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor.

4.4 The Bank may, in its sole discretion, at any time and by written notice to the Chargor, convert the floating charge created under this deed into a fixed charge as regards any part of the Charged Assets specified by the Bank in that notice.

- 4.5 The Bank is not obliged to take any steps necessary to preserve any of the Chargor's assets, to enforce any term of any contract or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed.
- 4.6 Any asset or right acquired by the Chargor after any crystallisation of the floating charge created under this Deed which, but for such crystallisation, would be subject to a floating charge shall (unless the Bank confirms in writing to the contrary) be charged to the Bank by way of fixed charge.
- 4.7 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with Full Title Guarantee assigns to the Bank absolutely all the Chargor's present and future rights, title and interest from time to time in and to each of the following assets:
- 4.7.1 the benefit of each Assigned Agreement, the benefit of any guarantee or security for the performance of any Assigned Agreement and the benefit of all other agreements, instruments and rights relating to the Charged Assets and all Related Rights;
 - 4.7.2 all its rights under each Insurance Policy, including the proceeds of all claims and all returns of premium in connection with each Insurance Policy;
 - 4.7.3 all cash and other funds, Book Debts and Investments in any Designated Account and all Related Rights;
 - 4.7.4 all present and future rents and other sums due to it under any Lease and all Related Rights;
 - 4.7.5 all its right, title and interest to which the Chargor is now or may in the future become entitled in respect of the proceeds of any order of the court made pursuant to sections 238(3), 239(3), 242, 243, 244 or 423(2) of the Insolvency Act 1986; and
 - 4.7.6 the benefit of all rights, guarantees, Encumbrances, claims and Related Rights in respect of any of the foregoing and all proceeds of any of the foregoing not otherwise assigned under this clause 4.7.
- 4.8 Without prejudice to the other provisions of this Deed, if for any reason the assignment of any of the assets or rights referred to in Clause 4.7 is found to be ineffective or if any sum payable in respect of such assets or rights are received by the Chargor, the Chargor shall hold the benefit of such assets or rights and any such sums received by it on trust for the Bank and shall account to the Bank for or otherwise apply all such sums as the Bank may direct and shall otherwise at its own cost take such action and execute such documents as the Bank may require.

5 PERFECTION OF SECURITY

- 5.1 The Chargor shall, on the execution of this Deed (or, if later, the date of acquisition of the relevant Charged Asset or as maybe otherwise agreed under the terms of the Facility

Letter), deposit with the Bank such deeds, certificates or documents specified below and the Bank shall, for the duration of this Deed, be entitled to hold, in trust, such deeds, certificates or documents specified below:

- 5.1.1 all deeds and documents of title relating to the Charged Assets which are in the possession or control of the Chargor (If these are not within the possession and/or control of the Chargor, the Chargor undertakes to obtain possession of all such deeds and documents of title);
 - 5.1.2 all Insurance Policies;
 - 5.1.3 all certificates or other documents of title to the Investments, including in the case of the Shares and any other shares acquired by the Chargor from time to time, stock transfer forms executed in blank on behalf of the Chargor;
 - 5.1.4 at the request of the Bank, all documents relating to the Book Debts as the Bank may specify from time to time; and
 - 5.1.5 copies of all the Assigned Agreements, certified to be true copies by either a director of the Chargor or by the Chargor's solicitors.
- 5.2 The Chargor shall on the date of execution of this Deed and if requested by the Bank, from time to time:
- 5.2.1 give notice to the other parties to the Assigned Agreements of the assignment of the Chargor's rights and interest in and under the Assigned Agreements pursuant to Clause 4.7.1 substantially in the form set out in Schedule 3, Part 1 and procure that each addressee of such notice shall promptly provide an acknowledgement of the Bank's interest to the Bank;
 - 5.2.2 give notice to the relevant insurers of the assignment of the Chargor's rights and interest in and under all Insurance Policies pursuant to Clause 4.7.2 substantially in the form set out in Schedule 1, Part 2 and procure that each addressee of such notice promptly provides an acknowledgement of the Bank's interest to the Bank;
 - 5.2.3 give notice to the relevant institution where the Designated Account is held (whether it is held with the Bank or any other financial institution) of the assignment of the Chargor's rights and interest in and to pursuant to all cash, Book Debts and other funds and Investments in any Designated Account and all Related Rights pursuant to Clause 4.7.3 substantially in the form set out in Schedule 1, Part 3 and procure that each addressee of such notice promptly provides an acknowledgement of the Bank's interest to the Bank;
 - 5.2.4 give notice to the relevant tenants of the assignment of the Chargor's rights and interest in and under all present and future rents and other sums due to it under any Lease and all Related Rights pursuant to Clause 4.7.4 substantially in the form set out in Schedule 1, Part 4 and procure that each

addressee of such notice promptly provides an acknowledgement of the Bank's interest to the Bank; and

- 5.2.5 if applicable give notice to the relevant court of the assignment of the Chargor's rights and interest in the proceeds of any order of the court made pursuant to sections 238(3), 239(3), 242, 243, 244 or 423(2) of the Insolvency Act 1986 pursuant to Clause 4.7.5 substantially in the form set out in Schedule 1, Part 5 and procure that each addressee of such notice promptly provides an acknowledgement of the Bank's interest to the Bank.

The Chargor shall obtain the Bank's prior approval of the form of any notice or acknowledgement to be used under Clause 5.2.

6 LIABILITY OF THE CHARGOR

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

6.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Bank that is, or becomes wholly or partially illegal, void or unenforceable on any ground;

6.1.2 the Bank renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

6.1.3 any other act or omission that, but for this clause 6.1, might have discharged or otherwise prejudiced or affected, the liability of the Chargor.

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

7 REPRESENTATIONS AND WARRANTIES

- 7.1 The Chargor makes the representations and warranties set out in this clause 7 to the Bank on the date of this Deed and on each day the Secured Liabilities are outstanding.

7.2 It is a limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation. It and each of its subsidiaries have the power to own their assets and carry on their respective businesses as they are being conducted.

7.3 Its obligations in this Deed are legal, valid, binding and enforceable obligations. The Security which this Deed purports to create is valid and effective and is not liable to be avoided or otherwise set aside on its liquidation or administration.

7.4 The entry into and performance by it of its obligations under this Deed and the granting of the Security do not and will not conflict with:

- 7.4.1 any law or regulation applicable to it;
 - 7.4.2 its constitutional documents; or
 - 7.4.3 any agreement or instrument binding upon it or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.
- 7.5 It has the power to enter into, perform and deliver, and have taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the grant of the Security. No limit on its powers will be exceeded as a result of the grant of the Security.
- 7.6 All authorisations required or desirable to enable it lawfully to enter into, and comply with its obligations under this Deed and to grant the Security have been obtained or effected and are in full force and effect. All authorisations necessary for the conduct of its business, trade and ordinary activities have been obtained or effected and are in full force and effect.
- 7.7 As at the date of this Deed, it is able to meet its debts as they fall due and is not deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or any analogous provision in any relevant jurisdiction.
- 7.8 It has complied with and is complying with all applicable Environmental Law and it is not aware of any claim which has been commenced or is threatened against it in respect of any breach or alleged breach of any Environmental Law.
- 7.9 So far as it is aware no dangerous substance has been used, disposed of, generated, stored, dumped, released, deposited, buried or emitted at, on, from or under the Property.
- 7.10 No Encumbrance exists over any of its present or future assets.
- 7.11 The Security created by this Deed has or will have first ranking priority and it is not subject to any prior ranking or pari passu ranking Encumbrance.
- 7.12 It has a good and marketable title to and is the sole legal and beneficial owner of the Charged Assets.
- 7.13 There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Charged Assets.
- 7.14 The Investments are fully paid and are not subject to any option to purchase or similar rights.
- 7.15 For the purposes of The Council of the European Union Regulation No. 2015/848 on Insolvency Proceedings (the Regulation), its "centre of the debtor's main interest" (as that term is used in Article 3(1) of the Regulation) is situated in England and Wales and it has no "establishment" (as that term is used in Article 2(10) of the Regulation) in any other jurisdiction.

8 COVENANTS

8.1 The Chargor will not without the previous written consent of the Bank:

8.1.1 dispose of any Fixed Charged Asset or any interest in them;

8.1.2 do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Bank, or materially diminish the value of any of the Charged Assets or the effectiveness of the Security created by this deed;

8.1.3 sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Charged Assets (except in the ordinary course of business, Charged Assets that are only subject to an uncrystallised floating charge);

8.1.4 sell, give or share possession of, grant or agree to grant any Lease of or accept or agree to accept a surrender or any variation or addition to the terms of any Lease or any part of the Fixed Charged Assets;

8.1.5 pull down or remove all or any part of the buildings forming part of the Fixed Charge Assets or sever, unfix or remove any of the fixtures on the Property nor (except for necessary repairs or the substitution of full value replacements) remove any plant and machinery from the Property;

8.1.6 deal with the Chargor's Book Debts and other debts otherwise than by collecting them in the ordinary course of the Chargor's business and in particular the Chargor will not realise its Book Debts and other debts by means of block discounting, factoring or the like;

8.1.7 dispose of the Floating Charged Assets other than in the ordinary course of business;

8.1.8 create, purport to create or attempt to create or permit to arise or subsist any Encumbrance upon or in relation to any part of the Charged Assets other than the Security created by this Deed;

8.1.9 use or permit the Charged Assets to be used in any way contrary to law;

8.1.10

8.1.10.1 amend or vary or agree to any change in, or waive any requirement of;

8.1.10.2 settle, compromise, terminate, rescind or discharge (except by performance); or

8.1.10.3 abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Assigned Agreement or other person in connection with,

any Assigned Agreement or any other document, agreement or arrangement comprising the Charged Assets (other than the Insurance Policies).

8.1.11 The Chargor shall not, without the prior written consent of the Bank:

8.1.11.1 make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or

8.1.11.2 carry out, or permit, or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 and the Planning Act 2008, or change or permit or suffer to be changed the use of any Property.

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

8.2 The Chargor shall:

8.2.1 comply with the requirements of any law and regulation relating to or affecting the Charged Assets or the use of it or any part of them, including without limitation all Environmental Law;

8.2.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Assets or their use or that are necessary to preserve, maintain or renew any Charged Asset including without limitation all Environmental Law; and

8.2.3 promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Charged Assets.

8.3 The Chargor shall keep all its freehold and leasehold property together with all fixed plant, machinery, fixtures and fittings thereon in good condition and repair shall permit and the Bank (or any persons designated by the Lender or any Receiver) may enter and inspect and in default, effect repairs (without becoming liable to account as mortgagee in possession at all reasonable times and on reasonable prior notice).

8.4 The Chargor shall:

8.4.1 give the Bank such information concerning the location, condition, use and operation of the Charged Assets as the Bank may require;

- 8.4.2 permit any persons designated by the Bank and any Receiver to enter on its premises and inspect and examine any Charged Asset, and the records relating to that Charged Asset, at all reasonable times and on reasonable prior notice;
- 8.4.3 promptly notify the Bank in writing of any action, claim or demand made by or against it in connection with any Charged Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim or demand, together with, in each case, the Chargor's proposals for settling, liquidating, compounding or contesting any such action, claim or demand and shall, subject to the Bank's prior approval, implement those proposals at its own expense.
- 8.5 The Chargor shall, promptly on becoming aware of any of the same, give the Bank notice in writing of:
- 8.5.1 any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
- 8.5.2 any breach of any covenant set out in this Deed.
- 8.6 The Chargor shall, unless the Bank agrees otherwise in writing, comply with the terms of any Relevant Agreement and any other document, agreement or arrangement comprising the Charged Assets.
- 8.7 The Chargor shall:
- 8.7.1 as an agent for the Bank, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds on trust for the Bank;
- 8.7.2 not, without the prior written consent of the Bank, withdraw any amounts standing to the credit of any Designated Account; and
- 8.7.3 if called on to do so by the Bank, execute a legal assignment of the Book Debts to the Bank on such terms as the Bank may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.
- 8.8 The Chargor shall not (except as provided by clause 8.7 or with the prior written consent of the Bank) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts.
- 8.9 The Chargor shall:
- 8.9.1 give full particulars to the Bank of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (**Planning Notice**) that specifically applies to any Property,

or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and

8.9.2 at its own expense, immediately on request by the Bank, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Bank in making, any objections or representations in respect of that Planning Notice that the Bank may desire.

8.10 The Chargor shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. The Chargor acknowledges that the Bank shall not be under any liability in respect of any such calls, instalments or other payments.

8.11 The Chargor shall, unless the Bank agrees otherwise in writing, comply with the terms of any Assigned Agreement and any other document, agreement or arrangement comprising the Charged Assets.

8.12 The Chargor shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property Rights including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings. The Chargor shall use all reasonable efforts to register applications for the registration of any Intellectual Property Rights, and shall keep the Bank informed of all matters relating to each such registration. The Chargor shall not permit any Intellectual Property Right needed in connection with its business, to be abandoned, cancelled or lapse.

9 INSURANCE

9.1 The Chargor will keep all of the Charged Assets insured to the Bank's satisfaction against:

9.1.1 loss or damage by fire or terrorist acts;

9.1.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargor; and

9.1.3 any other risk, perils and contingencies as the Bank may reasonably require

for their full reinstatement cost and in default the Bank may enter and effect such insurance (without becoming liable to account as mortgagee in possession) and the Chargor shall indemnify and keep indemnified the Bank in respect of all costs, damages and expenses incurred by the Bank in effecting such insurance. Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Bank, and must be for not less than the full replacement value of the relevant Charged Assets (including without limitation, all costs and fees). The Bank must be named as co-insured with the Chargor in respect of each Insurance

Policy (but without the Lender having any liability for any premium in relation to those Insurance Policies).

9.2 The Chargor shall:

9.2.1 promptly pay all premiums in respect of each insurance policy maintained by it in accordance with clause 9.1 and do all other things necessary to keep that policy in full force and effect; and

9.2.2 (if the Bank so requires) produce to, or deposit with, the Bank the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy maintained by it in accordance with clause 9.1.

9.3 The Bank shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy maintained by it in accordance with clause 9.1.

9.4 The Chargor will hold on trust for the Bank all money received under any insurance of the Charged Assets and at the Bank's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Secured Liabilities.

10 NEW ACCOUNTS

10.1 If the Bank receives, or is deemed to have received, notice of any subsequent Encumbrance, or other interest, affecting all or part of the Charged Assets, the Bank may open a new account for the Chargor in the Bank's books. Without prejudice to the Bank's right to combine accounts, no money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

10.2 If the Bank does not open a new account immediately on receipt of the notice, or deemed notice, under clause 10.1 then, unless the Bank gives express written notice to the contrary to the Chargor, all payments made by the Chargor to the Bank shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Bank.

11 POWERS OF THE BANK

11.1 The Bank may without restriction grant or accept surrenders of Leases of the Chargor's freehold and leasehold property or any part of it.

11.2 The Bank may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Charged Assets and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for the Receiver's acts, defaults and remuneration. Such agency shall continue until the Chargor shall go into liquidation and thereafter such Receiver shall act as principal and shall not become the agent of the Bank.

- 11.3 All or any of the powers conferred on a Receiver by Clause 13 may be exercised by the Bank without first appointing a Receiver or notwithstanding any appointment.
- 11.4 The Chargor agrees that at any time after this Charge becomes enforceable the Bank may as agent of the Chargor remove and sell any chattels on the Property and the Bank shall have the right to retain or set-off such proceeds of sale against any of the Secured Liabilities.
- 11.5 Neither the Bank, any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Assets for which a mortgagee in possession might be liable as such.
- 11.6 Section 93(1) of the LPA shall not apply to this Deed.
- 11.7 The Bank may, without notice to the Chargor and without prejudice to any other right of the Bank, set off any Secured Liabilities against any obligation (whether or not matured, whether present or future and whether or not the liability arises under this Deed) owed by the Bank to the Chargor.
- 11.8 The Bank shall be entitled (but shall not be obliged) at its discretion to remedy, at any time, a breach by the Chargor of any of its obligations contained in this Deed. The Chargor irrevocably authorises the Bank and its agents to do all things that are necessary or desirable for that purpose. Any monies expended by the Bank in remedying a breach by the Chargor of its obligations contained in this Deed shall be reimbursed by the Chargor to the Bank on a full indemnity basis and shall carry interest in accordance with the terms of the Facility Letter.
- 11.9 The Bank may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any such person is jointly liable with the Chargor) in respect of any of the Secured Liabilities, or of any other security for them without prejudice either to this Deed or to the liability of the Chargor for the Secured Liabilities.
- 11.10 The Bank covenants with the Chargor that it shall perform its obligations to make advances under the Facility Letter (including any obligation to make available further advances).
- 11.11 The Bank may place and retain on a suspense account for as long as it considers fit any moneys received, recovered or realised under or in connection with this Deed without any obligation on the part of the Bank to apply the same in or towards the discharge of the Secured Liabilities.

12 ENFORCEMENT

- 12.1 The Security shall become enforceable and the Bank shall be entitled to appoint a Receiver of the Charged Assets at any time after:

- 12.1.1 any event under any Relevant Agreement which would entitle the Bank to demand immediate payment of any monies outstanding thereunder; or
- 12.1.2 the Chargor fails to pay any of the Secured Liabilities when due or demanded; or
- 12.1.3 the occurrence of an Insolvency Event.

12.2 Section 103 LPA shall not apply to this Deed nor to any sale by the Bank or a Receiver under that Act and the Secured Liabilities shall be deemed to have become due, and the statutory power of sale and appointing a Receiver under Sections 101 and 109 of the LPA (as varied and extended under this Deed) shall as between the Bank or such Receiver and a purchaser from the Bank or such Receiver arise and be exercisable at any time after the execution of this Deed.

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

12.4 At any time after the security constituted by this Deed has become enforceable, or after any powers conferred by any Security having priority to this Deed shall have become exercisable, the Bank may at its discretion:

- 12.4.1 redeem that or any other prior Security;
- 12.4.2 procure the transfer of that Security to it; and
- 12.4.3 settle and pass any account of the holder of any prior Security.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Chargor. All monies paid by the Bank to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Bank, be due from the Chargor to the Bank on its current account and shall bear interest at the Default Rate and be secured as part of the Secured Liabilities.

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

12.6 To the extent that:

- 12.6.1 the Charged Assets constitute Financial Collateral; and
- 12.6.2 this deed and the obligations of the Chargor under it constitute a Security Financial Collateral Arrangement,

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

12.7 The value of any Charged Assets appropriated in accordance with clause 12.6 shall be the price of those Charged Assets at the time the right of appropriation is exercised as listed on any recognised market index or determined by any other method that the Bank may select (including independent valuation).

12.8 The Chargor agrees that the methods of valuation provided for in clause 12.7 are commercially reasonable for the purposes of the Financial Collateral Regulations.

13 RECEIVERS

13.1 At any time after the security constituted by this Deed has become enforceable, the Chargor may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Charged Assets. The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Chargor under the Insolvency Act 1986, the LPA or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA or otherwise.

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

13.3 Any Receiver appointed by the Bank shall be a receiver and manager and shall have the powers conferred on administrative receivers (notwithstanding that such Receiver is not an administrative receiver) by Section 42 and Schedule 1, of the Insolvency Act 1986 and shall (in addition to all powers conferred on him by law or by this Deed) have the following powers:

13.3.1 to take possession of and generally manage the Charged Assets and any business of the Chargor as it sees fit including developing, reconstructing, amalgamating or diversifying the Chargor's business;

13.3.2 to carry out on any freehold or leasehold property of the Chargor any new works or complete any unfinished works of building, reconstruction, repair, maintenance, furnishing or equipment and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same;

13.3.3 to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;

- 13.3.4 to sell, Lease, surrender or accept surrenders of Leases, charge or otherwise deal with or dispose of the Charged Assets without restriction including (without limitation) the power to dispose of any fixtures separately from the land and make any demands and take any proceedings as may seem expedient for the purpose of realising the Charged Assets;
- 13.3.5 to sell, assign or transfer all or any Book Debts in any manner and generally on such terms as he thinks fit;
- 13.3.6 make, exercise or revoke any value added tax option to tax as it thinks fit;
- 13.3.7 provide services and employ or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisors on any terms, and subject to any conditions that it thinks fit, and discharge any such person;
- 13.3.8 to give a valid receipt for all monies received and to execute all documents that may be proper or desirable for realising any of the Charged Assets, including making any compromise or arrangement with the Chargor or any third party;
- 13.3.9 to bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Assets as he thinks fit; and
- 13.3.10 to do any other acts and things:
 - 13.3.10.1 that he may consider desirable or necessary for realising any of the Charged Assets;
 - 13.3.10.2 that he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
 - 13.3.10.3 that he lawfully may or can do as agent for the Chargor,
- 13.4 A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) that the Bank may prescribe or agree with him.
- 13.5 A Receiver may, for the purposes authorised by this clause 13, raise money by borrowing from the Bank (or any other person) either unsecured or on the security of all or any of the Secured Assets in respect of which it is appointed on any terms that it thinks fit.
- 13.6 A Receiver shall apply all money he receives first in repayment of all money owed to him including his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the LPA.

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

13.8 The Bank may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

14. APPOINTMENT OF AN ADMINISTRATOR

14.1 The Bank may, without notice to the Chargor, appoint any one or more persons to be an Administrator of the Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.

14.2 Any appointment under this clause 14 shall:

14.2.1 be in writing signed by a duly authorised signatory of the Bank; and

14.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

14.3 The Bank may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 14 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

15. POWER OF ATTORNEY

15.1 The Chargor, by way of security for the payment of the Secured Liabilities and the performance by the Chargor of its obligations under this Deed, irrevocably appoints the Bank (whether or not a Receiver has been appointed) and also (as a separate appointment) the Receiver severally as the Attorney or Attorneys of the Chargor (with full power of substitution and delegation) in the Chargor's name and on the Chargor's behalf and as the Chargor's act and deed to sign or execute all deeds instruments and documents or take, continue or defend any proceedings which may be required by the Bank or any Receiver pursuant to this Deed or the exercise of any of their powers.

15.2 The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 15.1.

16 PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Bank, any Administrator or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Deed or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Bank or such Administrator or Receiver. All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Bank, the Administrator or any Receiver.

17 PRESERVATION OF OTHER SECURITY AND RIGHTS AND FURTHER ASSURANCE

- 17.1 This Deed is in addition to any other security present or future held by the Bank for the Secured Liabilities and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank.
- 17.2 The Security shall be a continuing security for the Secured Liabilities and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account (whether or not any Secured Liabilities remain outstanding thereafter) or any other matter or thing whatsoever.
- 17.3 The Chargor will at its own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure on the Charged Assets the Secured Liabilities.
- 17.4 All costs charges and expenses incurred hereunder by the Bank shall be borne by the Chargor.

18 DELEGATION

- 18.1 The Bank, any Administrator or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this Deed (including the power of attorney granted under clause 15).
- 18.2 The Bank, any Administrator and any Receiver may make a delegation on such terms and conditions (including the power to sub-delegate) as it thinks fit.
- 18.3 Neither the Bank nor any Administrator or Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

19 APPLICATION OF PROCEEDS

- 19.1 All monies received by the Bank, a Receiver or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- 19.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Bank (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;
 - 19.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Bank determines; and
 - 19.1.3 In payment of the surplus (if any) to the Chargor or other person entitled to it,
- 19.2 Neither the Bank, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

20 MISCELLANEOUS

- 20.1 No delay or omission on the part of the Bank in exercising any right or remedy under this Deed shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Deed of that or any other right or remedy.
- 20.2 The Bank's rights under this Deed are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Bank deems expedient.
- 20.3 If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause 20 shall not affect the legality, validity and enforceability of the rest of this Deed.
- 20.4 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.
- 20.5 A certificate or determination by the Bank as to any amount for the time being due to it from the Chargor under this Deed and the Facility Letter shall be, in the absence of any manifest error, conclusive evidence of the amount due.

21 COSTS AND EXPENSES

- 21.1 The Chargor shall, promptly on demand, pay to, or reimburse, the Bank, any Administrator and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Bank, any Administrator, any Receiver or any Delegate in connection with:

21.1.1 this Deed or the Charged Property;

21.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Bank's, a Receiver's, an Administrator's or a Delegate's rights under this deed; or

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

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost or expense arose until full discharge of that cost or expense (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the rate and in the manner specified in the Facility Letter.

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

21.2.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this Deed or by law in respect of the Charged Property;

21.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Deed; or

21.2.3 any default or delay by the Chargor in performing any of its obligations under this Deed.

22 ASSIGNMENT AND TRANSFER

22.1 At any time, without the consent of the Chargor, the Bank may assign or transfer any or all of its rights and obligations under this Deed.

22.2 The Bank may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor, the Charged Assets and this Deed that the Bank considers appropriate.

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

23 NOTICES

23.1 Any notice, demand or other communication by the Bank may be served personally on the Chargor or may be sent by pre-paid first class post or fax or delivered to the Chargor at the Chargor's address last known to the Bank.

- 23.2 A notice, demand or other communication by the Bank by pre-paid first class post shall be deemed served on the second Business Day after posting.
- 23.3 A notice, demand or other communication by the Bank by fax shall be deemed served at the time of sending.
- 23.4 A notice, demand or other communication by the Bank delivered by hand, shall be deemed served at the time it is left at the relevant address.
- 23.5 Any communication or document to be made or delivered to the Bank will be effective only when actually received by the Bank and then only if it is expressly marked for the attention of the department or officer identified with its name in this Deed (or any substitute department or officer as the Bank shall specify for this purpose).

24 RELEASE AND DISCHARGE

- 24.1 Any release, discharge or settlement between the Chargor and the Bank shall be deemed conditional on no payment or security received by the Bank in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:
- 24.2 the Bank or its nominee may retain this Deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Charged Property, for any period that the Bank deems necessary to provide the Bank with security against any such avoidance, reduction or order for refund; and
- 24.3 the Bank may recover the value or amount of such security or payment from the Chargor subsequently as if the release, discharge or settlement had not occurred.

25 LAW AND JURISDICTION

- 25.1 This Deed and any dispute or claim (including non-contractual disputes or claims) is governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.
- 25.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause 25 shall limit the right of the Bank to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.
- 25.3 The Chargor irrevocably consents to any process in any legal action or proceedings under clause 25.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

26 **THIRD PARTY RIGHTS**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

IN WITNESS WHEREOF 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

FREEHOLD AND LEASEHOLD PROPERTY

1. The leasehold property being Flat 4, 75a Putney Bridge Road, London, SW15 pursuant to a lease dated on or around the date of this deed and made between (1) Wynbay Limited and (2) Towncentre Properties Ltd to be registered out of the freehold title number LN195355; and
2. The leasehold property being Flat 5, 75a Putney Bridge Road, London, SW15 pursuant to a lease dated on or around the date of this deed and made between (1) Wynbay Limited and (2) Towncentre Properties Ltd to be registered out of the freehold title number LN195355.

SCHEDULE 2
ASSIGNED AGREEMENTS

SCHEDULE 3

NOTICES OF ASSIGNMENT

Part 1: Form of notice to each counterparty of an Assigned Agreement

On Chargor's headed notepaper

To: **[insert name and address of counterparty]**

Dated: **[*]**

Dear Sirs,

Re: **[Identify the relevant Assigned Agreement] (the Agreement)**

We notify you that, pursuant to a debenture (the **Debenture**) dated **[*]** between, among others, **[insert name of Chargor]** (the **Chargor**) and ICICI Bank UK Plc (the **Bank**), the Chargor has assigned to the Bank all its right, title and interest in the Agreement as security for certain obligations owed by the Chargor.

We further notify you that:

1. the Chargor may not agree to amend (other than typographical or other minor amendments) or terminate the Agreement for any reason, without the prior written consent of the Bank;
2. you may continue to deal with the Chargor in relation to the Agreement until you receive written notice to the contrary from the Bank. Thereafter the Chargor will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Bank;
3. you are authorised to disclose information in relation to the Agreement to the Bank on request;
4. after receipt of the written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Agreement directly to the Bank (and not to the Chargor) unless the Bank otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the prior written consent of the Bank.

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has assigned its rights under the agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Agreement.

The provisions of this notice are governed by English law.

Yours faithfully

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
for and on behalf of
[insert name of Chargor]

[On acknowledgement copy]

To: ICICI Bank UK Plc,
One Thomas More Square
London
England
E1W 1YN

Copy to: ____

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

XXXXXXXXXXXXXXXXXXXXXXXXXXXX
for and on behalf of
[insert name of Counterparty]

Dated: [●]

Part 2 - Form of notice to insurers

On Chargor's headed notepaper

To: **[insert name and address of insurance provider]**
Dated: **[●]**

Dear Sirs,

Re: **[here identify the relevant insurance policy(ies)]** (the "Policies")

We notify you that, pursuant to a debenture (the **Debenture**) dated **[insert date]** between, amongst others, **[insert name of Chargor]** (the **Chargor**) and ICICI Bank UK Plc (the **Bank**), the Chargor has assigned to the Bank all the proceeds payable in respect of the Policies and has charged the Policies and Related Rights (as defined in the Debenture and its other right, title and interest therein as security for certain obligations owed by the Chargor to the Bank.

We further notify you that:

1. the Chargor may not agree to amend (other than typographical or other minor amendments) or terminate the Policies without the prior written consent of the Bank;
2. you may continue to deal with the Chargor in relation to the Policies until you receive written notice to the contrary from the Bank. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Policies and therefore from that time you should only deal with the Bank;
3. you are authorised to disclose information in relation to the Policies to the Bank on request;
4. after receipt of the written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Agreement directly to the Bank (and not to the Chargor) unless the Bank otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the prior written consent of the Bank.

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

- (a) you agree to act in accordance with the provisions of this notice;
- (b) you confirm that the Bank is co-insured on the Policies;
- (c) after receipt of written notice in accordance with paragraph 2 above, you will pay all monies to which the Chargor is entitled under the Policies directly to the Bank (and not to the Chargor) unless the Bank otherwise agrees in writing;
- (d) you have not received notice that the Chargor has assigned its rights under the Policies to a third party or created any other interest (whether by way of security or otherwise) in the Policies in favour of a third party; and
- (e) you have not claimed or exercised nor do you have any outstanding right to claim or exercise against the Chargor, any right of set-off, counter-claim or other right relating to the Policies.

The provisions of this notice are governed by English law,

Yours faithfully

.....
for and on behalf of
[insert name of Chargor]

[On acknowledgement copy]

To: ICICI Bank UK Plc,
One Thomas More Square
London
England
E1W 1YN

Copy to: the Chargor____

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (e) above.

.....
for and on behalf of
[insert name of Insurance provider]

Dated: [•]

Part 3: Form of notice to each holder of a Designated Account

On Chargor's headed notepaper

To: **[Insert name and address of financial institution]**

Dated: **[•]**

Dear Sirs,

Re: [identify the relevant Designated Account] (the Account)

We notify you that, pursuant to a debenture (the **Debenture**) dated **[•]** between, among others, **[insert name of Chargor]** (the **Chargor**) and ICICI Bank UK Plc (the **Bank**), the Chargor has assigned to the Bank all its cash and other funds, Book Debts and Investments in any Designated Account and all Related Rights as security for certain obligations owed by the Chargor.

We further notify you that:

1. you may continue to deal with the Chargor in relation to the Account until you receive written notice to the contrary from the Bank. Thereafter, the Chargor will cease to have any right to deal with you in relation to the Account and therefore from that time you should deal only with the Bank;
2. you are authorised to disclose information in relation to the Account to the Bank on request;
3. after receipt of the written notice in accordance with paragraph 1 above, you must pay all monies and transfer all Investments in the Account to the Bank (and not to the Chargor) unless the Bank otherwise agrees in writing; and
4. the provisions of this notice may only be revoked with the prior written consent of the Bank.

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (a) you have not received notice that the Chargor has assigned its rights to the Account or any of its contents to a third party or created any other interest (whether by way of security or otherwise) in the Account in favour of a third party; and
- (b) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Account.

The provisions of this notice are governed by English law.

Yours faithfully

for and on behalf of

[insert name of Chargor]

[On acknowledgement copy]

To: ICICI Bank UK Plc,
One Thomas More Square
London
England
E1W 1YN

Copy to: _____

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

for and on behalf of

[insert name of Counterparty]

Dated: [•]

Part 4: Form of notice to each tenant under a Lease

On Chargor's headed notepaper

To: **[insert name and address of counterparty]**

Dated: **[*]**

Dear Sirs,

Re: **[identify the relevant lease] (the Lease)**

We notify you that, pursuant to a debenture (the **Debenture**) dated [*] between, among others, [insert name of Chargor] (the **Chargor**) and ICICI Bank UK Plc (the **Bank**), the Chargor has assigned to the Bank all its present and future rents and other sums due to it under any Lease and all Related Rights as security for certain obligations owed by the Chargor.

We further notify you that:

1. the Chargor may not agree to amend (other than typographical or other minor amendments) or terminate the Lease for any reason, without the prior written consent of the Bank;
2. you may continue to deal with the Chargor in relation to the Lease until you receive written notice to the contrary from the Bank. Thereafter the Chargor 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 Bank;
3. you are authorised to disclose information in relation to the Lease to the Bank on request;
4. after receipt of the written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Lease directly to the Bank (and not to the Chargor) unless the Bank otherwise agrees in writing; and
5. the provisions of this notice may only be revoked with the prior written consent of the Bank.

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has 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; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Lease.

The provisions of this notice are governed by English law.

Yours faithfully

.....
for and on behalf of
[insert name of Chargor]

[On acknowledgement copy]

To: ICICI Bank UK Plc,
One Thomas More Square
London
England
E1W 1YN

Copy to: ____

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....
for and on behalf of
[insert name of Counterparty]

Dated: [●]

Part 5: Form of notice to the Court

On Chargor's headed notepaper

To: **[insert name and address of counterparty]**

Dated: **[●]**

Dear Sirs,

Re: **[identify the order]** (the **Order**)

We notify you that, pursuant to a debenture (the **Debenture**) dated **[●]** between, among others, **[insert name of Chargor]** (the **Chargor**) and ICICI Bank UK Plc (the **Bank**), the Chargor has assigned to the Bank all the proceeds of the Order of the Court as security for certain obligations owed by the Chargor.

We further notify you that:

1. you may continue to deal with the Chargor in relation to the Order until you receive written notice to the contrary from the Bank. Thereafter the Chargor will cease to have any right to deal with you in relation to the Order and therefore from that time you should deal only with the Bank;
2. you are authorised to disclose information in relation to the Order to the Bank on request;
3. after receipt of the written notice in accordance with paragraph 2 above, you must pay all monies to which the Chargor is entitled under the Order directly to the Bank (and not to the Chargor) unless the Bank otherwise agrees in writing; and
4. the provisions of this notice may only be revoked with the prior written consent of the Bank.

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

- (a) you agree to the terms set out in this notice and to act in accordance with its provisions;
- (b) you have not received notice that the Chargor has assigned its rights under the Order to a third party or created any other interest (whether by way of security or otherwise) in the Order in favour of a third party; and
- (c) you have not claimed or exercised, nor do you have any outstanding right to claim or exercise against the Chargor any right of set-off, counter-claim or other right relating to the Order.

The provisions of this notice are governed by English law.

Yours faithfully

.....
for and on behalf of
[insert name of Chargor]

[On acknowledgement copy]

To: ICICI Bank UK Plc,
One Thomas More Square
London
England
E1W 1YN

Copy to: ____

We acknowledge receipt of the above notice and confirm the matters set out in paragraphs (a) to (c) above.

.....
for and on behalf of
[Insert name of Counterparty]

Dated: [•]

SIGNED as a deed by TOWNCENTRE
PROPERTIES LTD acting by a director in the
presence of

DAVID POSEN

} _____
} Director

Witness signature

Witness name

Witness address

Occupation

SIGNED for and on behalf of ICICI BANK UK
PLC acting by its duly authorised signatory

Witnessed by:

Name of Witness

Occupation of witness

Address of Witness