



Registration of a Charge

Company Name: **HAMLET CATERING LIMITED**

Company Number: **04122078**



Received for filing in Electronic Format on the: **26/07/2021**

XA9IN602

Details of Charge

Date of creation: **23/07/2021**

Charge code: **0412 2078 0013**

Persons entitled: **GERANIUM HOLDINGS S.À R.L.**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS THE BOATHOUSE, STATION STREET, STOKE-ON-TRENT (ST6 3RR) REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER SF498900, THE LEASEHOLD PROPERTY KNOWN AS LAND AND BUILDINGS ON THE SOUTH SIDE OF NEWCASTLE STREET, BURSLEM REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER SF498899 AND OTHER PROPERTY LISTED THEREIN. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

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:

JACK SMITH



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4122078

Charge code: 0412 2078 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd July 2021 and created by HAMLET CATERING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th July 2021 .

Given at Companies House, Cardiff on 27th July 2021

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED 23 July 2021

(1) REVELAN ESTATES (HARBORNE) LIMITED (as Chargor)

(2) HAMLET CATERING LIMITED (as Chargor)

(3) GERANIUM HOLDINGS S.À R.L (as Chargee)

CHARGE BY WAY OF LEGAL MORTGAGE



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DEED

DATED 23 July

2021

BETWEEN

- (1) **REVELAN ESTATES (HARBORNE) LIMITED**, a private company limited by shares formed under the laws of England and Wales, having its registered office address at Rutland House, 148 Edmund Street, Birmingham, B3 2FD and registered with registration number 04167535 (“**Chargor 1**”);
- (2) **HAMLET CATERING LIMITED**, a private company limited by shares formed under the laws of England and Wales, having its registered office address at Rutland House, 148 Edmund Street, Birmingham, B3 2FD and registered with registration number 04122078 (“**Chargor 2**”, and together Chargor 1 and Chargor 2 are the “**Chargors**”); and
- (3) **GERANIUM HOLDINGS S.À R.L.**, a limited company formed under the laws of Luxembourg, having its registered office address at 14-16 Avenue Pasteur, L-2310, Luxembourg and registered with registration number B211195 (the “**Chargee**”).

BACKGROUND

- A Pursuant to the Share Purchase Deed (as defined below), the Buyer (as defined below) owes the Deferred Payment (as defined in the Share Purchase Deed) to the Chargee.
- B The Chargors are the joint legal owners of the Properties (as defined below) and hold the Properties on trust for the Beneficial Owner (as defined below) on the terms of the Declarations of Trust (as defined below). The Beneficial Owner has directed and/or consented to the Chargors granting this charge over the legal interest in the Properties and to be bound by the restrictions and covenants in this deed. It is further noted that the Beneficial Owner will be entering into similar security over its beneficial interest in the Properties.
- C Under this deed, the Chargors provide security to the Chargee to secure the Secured Liabilities (as defined below).

IT IS AGREED

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms defined in the Share Purchase Deed shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

“**Agreement for Lease**” means an agreement to grant an Occupational Lease for all or part of the Properties;

“**Beneficial Owner**” means Revelan Group Ltd (company number 09848877), being the beneficial owner of the Properties;

“**Business Day**” means any day (other than a Saturday or Sunday) on which banks are open in London and Luxembourg for business in the nature

required by this deed and, if on that day a transfer of funds is to be made under this deed, the city to or from which such funds are to be transferred;

“Buyer”

means Bluebase Investments Limited, a private company limited by shares formed under the laws of England and Wales, having its registered office address at Crown House, 82 85 Malt Mill Lane, Halesowen, West Midlands, England, B62 8JJ and registered with registration number 13313375;

“Charged Property”

means all the assets, property and undertaking for the time being subject to any Security created by this deed (and references to the Charged Property shall include references to any part of it);

“Declarations of Trust”

means the declarations of trust deeds (i) dated 8 February 2016 entered into by the Chargors (as legal owners) and Revelan Group PLC (as beneficial owner) (the rights under which were assigned by Revelan Group PLC to the Beneficial Owner pursuant to a deed of assignment dated 4 March 2016) and (ii) dated 28 June 2021 entered into by the Chargors (as legal owners) and the Beneficial Owner (as beneficial owner), in respect of the Properties and pursuant to which the Chargors hold the legal title in the Properties on trust for the Beneficial Owner;

“Delegate”

means any person appointed by the Chargee or any Receiver under clause 15 and any person appointed as attorney of the Chargee, Receiver or Delegate;

“Environment”

means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water);

“Environmental Law”

means any applicable law or regulation which relates to:

- (a) pollution or protection of the Environment;

- (b) the conditions of the workplace; or
- (c) the general handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste;

“Environmental Licence” means any authorisation, permit or licence necessary under Environmental Law in respect of the Properties;

"Headlease" means any lease under which a Chargor holds title to all or any part of the Properties;

“Insurance Policy” means each contract or policy of insurance effected or maintained by or on behalf of a Chargor from time to time in respect of the Properties;

“Lease means:

Documents”

- (a) an Agreement for Lease;
- (b) an Occupational Lease; or
- (c) any other document designated as such by the Chargee and the Chargors,

and **“Lease Document”** shall be construed accordingly;

“LPA 1925” means the Law of Property Act 1925;

“Material Adverse Change” means any event, occurrence, condition or other change or effect which has resulted or could reasonably be expected to materially adversely affect the Security granted or purported to be granted under this deed, or have a material adverse impact on the ability of the Chargors (taken together) to comply with their obligations under this deed, or have a material adverse impact on the rights or remedies of the Chargee under this deed;

“Occupational Lease” means any lease, licence or tenancy or other right of occupation or right to receive rent to which the Properties may at any time be subject and includes any guarantee of a tenant's obligations under the same;

“Properties” means the legal interest in the leasehold properties owned by the Chargors described in the Schedule, and **“Property”** shall be construed accordingly;

“Receiver” means a receiver or a receiver and manager of the Charged Property;

**"Relevant
Jurisdiction"**

means its jurisdiction of incorporation, any jurisdiction where any Charged Property subject to or intended to be subject to this deed is situated, any jurisdiction where it conducts its business, and the jurisdiction whose laws govern the perfection of this deed;

"Rental Income"

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

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

(k) any VAT on any sum mentioned in this definition;

“Rights”	means any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise;
“Secured Liabilities”	means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally, as principal or surety, or in any other capacity whatsoever) of (i) the Buyer to the Chargee under the Share Purchase Deed, (ii) the Chargors to the Chargee under this deed, and (iii) the Target Group Chargors to the Chargee under the Security Documents (as defined in the Share Purchase Deed) together with in each case all interest (including default interest) accruing in respect of such monies, obligations and liabilities;
“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 Period”	means the period starting on the date of this deed and ending on the date on which the Chargee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding;
“Share Purchase Deed”	means the share purchase deed dated on or about the date of this deed between the Buyer and the Chargee in terms of which, amongst other things, the Buyer shall acquire shares in Revelan Holdings Ltd from the Chargee in consideration for, amongst other things, the Deferred Payment as secured by this deed;
“Target Group Chargors”	has the meaning given to it in the Share Purchase Deed;
“Tenant Contributions”	means any amount paid or payable to the Chargors by any tenant under a Lease Document or any other occupier of the Properties, by way of: <ul style="list-style-type: none">(a) contribution to:<ul style="list-style-type: none">(i) ground rent;(ii) insurance premia;(iii) the cost of an insurance valuation;

(iv) a service or other charge in respect of the Chargors' costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, the Properties; or

(v) a reserve or sinking fund; or

(b) value added tax;

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

1.2 Interpretation

In this deed:

- 1.2.1 clause, Schedule and paragraph headings shall not affect the interpretation of this deed;
- 1.2.2 a reference to a **"person"** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party or the Chargors, the Buyer, a Target Group Chargor, and/or the Beneficial Owner shall include that party's or the Chargors', the Buyer's, the Target Group Chargors', or the Beneficial Owner's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.9 a reference to **"this deed"** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such

other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;

- 1.2.10 unless the context otherwise requires, a reference to a clause or the Schedule is to a clause of, or the Schedule to, this deed and a reference to a paragraph is to a paragraph of the Schedule;
- 1.2.11 any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.12 a reference to an “**amendment**” includes a novation, re-enactment, supplement or variation (and “**amend**” and “**amended**” shall be construed accordingly);
- 1.2.13 a reference to “**assets**” includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.14 a reference to an “**authorisation**” includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.15 a reference to “**continuing**” in relation to an Acceleration Event means an Acceleration Event that has not been waived by the Chargee in writing;
- 1.2.16 a reference to “**determines**” or “**determined**” means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and
- 1.2.17 a reference to a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 **Clawback**

If the Chargee considers that an amount paid by the Buyer, the Chargors or any Target Group Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Buyer, the Chargors or any Target Group Chargor (as applicable) or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 **Nature of security over real property**

A reference in this deed to a “**charge or mortgage of or over the Properties**” includes:

- 1.4.1 all buildings and fixtures and fittings (including trade and tenant’s fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Properties at any time;

- 1.4.2 the proceeds of the sale of any part of the Properties and any other monies paid or payable in respect of or in connection with the Properties;
- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargors in respect of the Properties and any monies paid or payable in respect of those covenants; and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Properties.

1.5 Perpetuity period

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

1.6 Schedules

The Schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedule.

1.7 Law of Property (Miscellaneous Provisions) Act 1989

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

2 COVENANT TO PAY

Subject to clause 3, the Chargors shall, on demand, pay to the Chargee and discharge the Secured Liabilities when they become due.

3 LIMITED RECOURSE

3.1 Notwithstanding any other provision of the Share Purchase Deed or this deed, it is expressly agreed that:

- 3.1.1 the sole recourse of the Chargee to the Chargors under this deed is to each of the Chargors' interest in the Charged Property; and
- 3.1.2 the liability of the Chargors to the Chargee pursuant to or otherwise in connection with the Share Purchase Deed or this deed shall be:
 - (a) limited in aggregate to an amount equal to that recovered as a result of enforcement of this deed with respect to the Charged Property; and
 - (b) satisfied only from the proceeds of sale, other disposals or realisation of the Charged Property pursuant to this deed.

4 GRANT OF SECURITY

4.1 Legal mortgage and fixed charges

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

4.1.1 by way of first legal mortgage, the Properties; and

4.1.2 by way of first fixed charge:

- (a) all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, all rights relating to the Lease Documents, any Rental Income and the benefit of any guarantee or security in respect of any Rental Income to the extent not effectively assigned under clause 4.2;
- (b) the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which the Chargors are a party or which are in their favour or of which they have the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them); and
- (c) all authorisations (statutory or otherwise) held or required in connection with the use of any Charged Property, and all rights in connection with them; and
- (d) all monies from time to time standing to the credit of any designated account for any Rental Income.

4.2 **Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, the Chargors with full title guarantee assign to the Chargee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

4.2.1 all their rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and

4.2.2 any Rental Income and the benefit of any guarantee or security in respect of any Rental Income;

provided that nothing in this clause 4.2 shall constitute the Chargee as mortgagee in possession.

5 PERFECTION OF SECURITY

5.1 Registration of legal mortgage at the Land Registry

The Chargors consent to an application being made by the Chargee to the Land Registrar for the following restriction in Form P to be registered against their title to the Properties:

“No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2021 in favour of Geranium Holdings S.à r.l referred to in the charges register or their conveyancer”

5.2 Notices

If any notice (whether agreed or unilateral) is registered against the Chargors' title to the Properties, the Chargors shall as soon as reasonably practicable after becoming aware provide the Chargee with full particulars of the circumstances relating to such notice. If such notice was registered to protect a purported interest the creation of which is not permitted under this deed, the Chargors shall as soon as reasonably practicable and at their own expense, take such steps as the Chargee may require to ensure that the notice is cancelled.

6 LIABILITY OF THE CHARGORS AND CHARGEES' PROTECTIONS

6.1 Liability not discharged

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

- 6.1.1 any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities;
- 6.1.2 any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy that the Chargee may now or after the date of this deed have from or against the Buyer, the Chargors, the Target Group Chargors or any other person in connection with the Secured Liabilities;
- 6.1.3 any act or omission by the Chargee or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Buyer, the Chargors, the Target Group Chargors or any other person;
- 6.1.4 any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities including, without limitation, any change in the purpose of, any increase in or extension of the Secured Liabilities and any addition of new Secured Liabilities;
- 6.1.5 any grant of time, indulgence, waiver or concession to the Buyer, the Chargors, the Target Group Chargors or any other person;

- 6.1.6 any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Buyer, the Chargors, the Target Group Chargors or any other person;
- 6.1.7 any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Buyer, the Chargors, the Target Group Chargors or any other person in connection with the Secured Liabilities;
- 6.1.8 any claim or enforcement of payment from the Buyer, the Chargors, the Target Group Chargors or any other person; or
- 6.1.9 any other act or omission that would not have discharged or affected the liability of the Chargors had they been a principal debtor or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Chargors or otherwise reduce or extinguish its liability under this deed.

6.2 **Immediate recourse**

The Chargors waive any right they may have to require the Chargee:

- 6.2.1 to take any action or obtain judgment in any court against the Buyer, the Target Group Chargors or any other person;
- 6.2.2 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Buyer, the Target Group Chargors or any other person; or
- 6.2.3 to make demand, enforce or seek to enforce any claim, right or remedy against the Buyer, the Target Group Chargors or any other person,

before taking steps to enforce any of its rights or remedies under this deed.

6.3 **Non-competition**

The Chargors warrant to the Chargee that they have not taken or received, and shall not take, exercise or receive the benefit of any Rights from or against the Buyer, its liquidator, an administrator, co-guarantor or any other person in connection with any liability of, or payment by, the Chargors under this deed but:

- 6.3.1 if any of the Rights is taken, exercised or received by the Chargors, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Chargors on trust for the Chargee for application in or towards the discharge of the Secured Liabilities under this deed; and
- 6.3.2 on demand by the Chargee, the Chargors shall promptly transfer, assign or pay to the Chargee all Rights and all monies from time to time held on trust by the Chargors under this clause 6.3.

7 **REPRESENTATIONS AND WARRANTIES**

7.1 **Times for making representations and warranties**

Each of the Chargors makes in respect of itself only the representations and warranties set out in this clause 7 to the Chargee on the date of this deed and the representations and warranties contained in this clause 7 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

7.2 Binding obligations

Subject to any general principles of law limiting its obligations:

7.2.1 its obligations under this deed are legal, valid, binding and enforceable; and

7.2.2 this deed creates:

(a) valid, legally binding and enforceable Security for the obligations expressed to be secured by it; and

(b) subject to registration in accordance with the Companies Act 2006 and, in the case of real property, registration at the Land Registry, perfected Security over the assets expressed to be subject to Security in it,

in favour of the Chargee, having the priority and ranking expressed to be created by this deed and ranking ahead of all (if any) Security and rights of third parties, except those preferred by law.

7.3 Status

7.3.1 It is a limited liability company, duly incorporated and validly existing under the laws of England and Wales.

7.3.2 It has the power to own its assets and carry on its business as it is being conducted.

7.4 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this deed and the granting of the security over the Charged Property 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 Power and authority

7.5.1 It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this deed and the transactions contemplated by this deed.

7.5.2 No limit on its powers will be exceeded as a result of the grant of security or giving of guarantees or indemnities contemplated by this deed.

7.6 No filing or stamp taxes

It is not necessary to file, record or enrol this deed with any court or other authority (other than as provided in clause 7.2) or pay any stamp, registration or similar taxes in relation to this deed or any transaction contemplated by it (other than in connection with the registrations referred to in clause 7.2).

7.7 Authorisations

All authorisations, consents, approvals, resolutions, licences, exemptions, filings, notarisations or registrations required or desirable to enable it lawfully to enter into, exercise its rights and comply with its obligations under this deed and to make this deed admissible in evidence in its Relevant Jurisdiction, have been obtained or effected and are in full force and effect (except, as at the date of this deed, any filings referred to at Clause 7.2.2(b) which will be promptly obtained or effected after the date of this deed and within any applicable statutory time limits).

7.8 Governing law

Subject to any general principles of law, the choice of the governing law of this deed will be recognised and enforced in its Relevant Jurisdiction and any judgment obtained in relation to this deed in the jurisdiction of its governing law will be recognised and enforced in its Relevant Jurisdiction.

7.9 No breach

As at the date of this deed, there is no Acceleration Event which is continuing and no Acceleration Event will be triggered by the entry into of this deed.

7.10 No litigation

No litigation, arbitration, administrative proceedings or investigations are taking place or to the relevant Chargor's knowledge, have been threatened against it or any of its assets or the Charged Property, which, if adversely determined, will have or might be expected to have a Material Adverse Change.

7.11 Ownership of Charged Property

The Chargors are the sole joint legal owners of the Charged Property and have good and marketable title to the Properties.

7.12 No Security

The Charged Property is free from any Security other than any security created by the Security created by this deed.

7.13 No adverse claims

Each Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it.

7.14 No adverse covenants

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

7.15 No breach of laws

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

7.16 No interference in enjoyment

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

7.17 No overriding interests

Nothing has arisen, has been created or is subsisting that would be an overriding interest in the Properties other than prescriptive easements of light and air or pursuant to the Declarations of Trust.

7.18 No prohibitions or breaches

There is no prohibition on that Chargor assigning its rights in any of the Charged Property referred to in clause 4.2 and the entry into of this deed by that Chargor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on that Chargor or its assets.

7.19 Environmental compliance

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

7.20 Avoidance of security

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on any insolvency of each Chargor or otherwise.

8 GENERAL COVENANTS

8.1 Negative pledge and disposal restrictions

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

8.1.1 create or permit to subsist any Security on, or in relation to, any Charged Property other than any Security created by this deed;

8.1.2 sell, assign, lease, 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 Property; or

8.1.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

8.2 Preservation of Charged Property

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

8.3 Compliance with laws and regulations

8.3.1 The Chargors shall comply in all respects with all laws to which they are subject, if failure so to comply has or is reasonably likely to have a Material Adverse Effect.

8.3.2 The Chargors shall not use or permit the Charged Property to be used in any way contrary to law.

8.3.3 The Chargors shall:

- (a) comply with the requirements of any law or regulation relating to or affecting the Charged Property or the use of it or any part of it;
- (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property or its use or that are necessary to preserve, maintain or renew any Charged Property; and
- (c) promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Charged Property that are required to be made by it under any law or regulation.

8.4 Enforcement of rights

The Chargors shall use all reasonable endeavours to:

8.4.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Chargors and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty; and

8.4.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property that the Chargee may require from time to time.

8.5 Notice of misrepresentations and breaches

The Chargors shall, as soon as is reasonably practicable on becoming aware of any of the same, give the Chargee notice in writing of any occurrence of (i) any event or circumstance which is reasonably likely to result in a Material Adverse Change and (ii) any Acceleration Event.

8.6 Title documents

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

- 8.6.1 all deeds and documents of title relating to the Charged Property that are in the possession or control of the Chargors (and if these are not within the possession and/or control of the Chargors, the Chargors undertakes to obtain possession of all these deeds and documents of title);
- 8.6.2 copies of all Lease Documents; and
- 8.6.3 copies of each Insurance Policy.

8.7 Notices to be given by the Chargors

- 8.7.1 The Chargors shall on the date of this deed give notice, or procure that notice is given, to the relevant insurers of the assignment of the Chargors' rights and interest in and under each such Insurance Policy (including the proceeds of any claims under that Insurance Policy) under clause 4.2.1 and use reasonable endeavours to ensure that each addressee of such notice promptly provides an acknowledgement of that notice to the Chargee.
- 8.7.2 The Chargors shall, promptly following an Acceleration Event which is continuing , give notice to any tenant, guarantor or surety of the assignment under clause 4.2.2 of the Chargors' interest to the Rental Income and use reasonable endeavours to procure that each addressee promptly gives an acknowledgement of that notice to the Chargee.
- 8.7.3 The Chargors shall obtain the Chargee's prior approval of the form of any notice or acknowledgement to be used under this clause 8.7

8.8 Ranking of obligations

The Chargors' payment obligations under this deed will, at all times, rank in all respects in priority to all its other indebtedness, other than indebtedness preferred by operation of law.

8.9 Authorisations

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

9 PROPERTY COVENANTS

9.1 Repair and maintenance

The Chargors shall keep all premises, and fixtures and fittings on the Properties, in:

- 9.1.1 good and substantial repair and condition and, as appropriate, in good working order; and
- 9.1.2 such repair and condition as to enable the Properties to be let in accordance with all applicable laws and regulations; for this purpose, a law or regulation will be regarded as applicable if it is either:

- (a) in force; or
- (b) it is expected to come into force and a prudent property owner would ensure that its buildings, plant, machinery, fixtures and fittings were in such condition, repair and order in anticipation of that law or regulation coming into force.

9.2 **No alterations**

9.2.1 The Chargors shall not without the prior written consent of the Chargee (not to be unreasonably withheld or delayed):

- (a) pull down or remove the whole or any part of any building forming part of the Properties nor permit the same to occur; or
- (b) make or permit to be made any alterations to the Properties or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with clause 9.1).

9.2.2 The Chargors shall promptly give notice to the Chargee if the premises or fixtures or fittings forming part of the Properties are destroyed or damaged.

9.3 **Development restrictions**

The Chargors shall not, without the prior written consent of the Chargee (not to be unreasonably withheld or delayed):

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

9.4 **Insurance**

9.4.1 The Chargors shall insure and keep insured the Charged Property against:

- (a) loss or damage by fire or terrorist acts;
- (b) loss of Rental Income for a period of up to 3 years;
- (c) other risks, perils and contingencies that would be insured against by reasonably prudent persons in the same capacity as the Chargors;
- (d) any other risk, perils and contingencies as the Chargee may reasonably require.

9.4.2 The Chargors shall procure that any such insurance must be with a reputable insurance company or underwriter and must be for not less than the replacement value of the relevant Charged Property (meaning in the case of any premises on the

Properties the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects, surveyors, engineers and other professional fees and charges for demolition and reinstatement).

9.4.3 The Chargors shall produce to the Chargee evidence of such Insurance Policies as the Chargee may reasonably require.

9.4.4 The Chargors shall arrange for the insurer under each Insurance Policy to note the Chargee's interest on each Insurance Policy (other than public liability and third party liability insurances) maintained by it or any person on its behalf in accordance with clause 9.4.1 but without the Chargee having any liability for any premium in relation to those Insurance Policies unless the Chargee has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.

9.5 **Insurance premiums**

The Chargors shall:

9.5.1 promptly pay all premiums in respect of each Insurance Policy and do all other things necessary to keep that policy in full force and effect; and

9.5.2 give to the Chargee such evidence of the payment of such premiums.

9.6 **No invalidation of insurance**

The Chargors 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.

9.7 **Proceeds from Insurance Policies**

To the extent any monies payable under any Insurance Policy are paid to the Chargors at any time (whether or not the security constituted by this deed has become enforceable) such monies shall be applied by the Chargors in accordance with the Share Purchase Deed, such that any monies received must:

a) first, be paid towards the repayment of the Deferred Payment; and

b) second, in or towards any other amounts (if any) that are or will become due and payable under the Share Purchase Deed or any of the Security Documents (as defined in the Share Purchase Deed).

9.8 **Leases and licences affecting the Properties**

The Chargors shall not, without the prior written consent of the Chargee (which consent is not to be unreasonably withheld or delayed in circumstances in which the Chargors may not unreasonably withhold or delay its consent):

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

agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);

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

9.8.3 let any person into occupation, or share occupation, of the whole or any part of the Properties; or

9.8.4 enter into any Lease Documents.

9.9 **No restrictive obligations**

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

9.10 **Proprietary rights**

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

9.11 **Compliance with and enforcement of covenants**

The Chargors shall:

9.11.1 observe and perform all covenants, stipulations and conditions to which the Properties, or the use of it, is or may be subject and (if the Chargee so reasonably requires) produce to the Chargee evidence sufficient to satisfy the Chargee (acting reasonably) that those covenants, stipulations and conditions have been observed and performed; and

9.11.2 diligently enforce all covenants, stipulations and conditions benefiting the Properties and shall not (and shall not agree to) waive, release or vary any of the same.

9.12 **Notices or claims relating to the Properties**

9.12.1 The Chargors shall:

(a) give full particulars to the Chargee of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a “**Notice**”) that specifically applies to the Properties, or to the locality in which they situated, within seven days after becoming aware of the relevant Notice; and

- (b) (if the Chargee so requires) as soon as it is reasonably practicable after receipt of a request and at the cost of the Chargors, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Chargee in making, any objections or representations in respect of that Notice that the Chargee (acting reasonably) thinks fit.

9.12.2 The Chargors shall give full particulars to the Chargee of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Properties.

9.13 Payment of outgoings

The Chargors shall:

- 9.13.1 duly and punctually pay all rents due from time to time; and
- 9.13.2 pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Properties or on its occupier.

9.14 Environment

The Chargors shall in respect of the Properties:

- 9.14.1 comply in all material respects with all the requirements of Environmental Law; and
- 9.14.2 obtain and comply in all material respects with all Environmental Licences.

9.15 Inspection

The Chargors shall permit the Chargee, any Receiver and any person appointed by either of them to enter on and inspect the Properties on at least 5 Business Days prior written notice in connection with this deed.

9.16 Headlease and Declarations of Trust

9.16.1 The Chargors shall:

- (a) exercise their rights and comply with their obligations under each Headlease;
- (b) use their reasonable endeavours to ensure that each landlord complies with its obligations under each Headlease; and
- (c) if so required by the Chargee, apply for relief against forfeiture of any Headlease,

in a proper and timely manner.

9.16.2 The Chargors shall not:

- (a) agree to any amendment, supplement, waiver, surrender or release of any Headlease;
- (b) exercise any right to break, determine or extend any Headlease;
- (c) agree to any upward rent review in respect of any Headlease; or
- (d) do or allow to be done any act as a result of which any Headlease may become liable to forfeiture or otherwise be terminated.

9.16.3 The Chargors shall exercise their rights and comply with their obligations under the Declarations of Trust and not agree to any amendment, supplement, waiver, surrender or release of the Declarations of Trust without the prior written consent of the Chargee.

9.17 Investigation of Title

Each Chargor must grant the Chargee or its lawyers on request all facilities within the power of the Chargors to enable the Chargee or its lawyers to carry out investigations of title to any Properties and make such enquiries in relation to the Properties or any part of the Properties as a prudent mortgagee might carry out.

9.18 Power to Remedy

9.18.1 If a Chargor fails to perform any obligations under this deed affecting the Properties or any part thereof, the Chargors must allow the Chargee or its agents and contractors:

- (a) to enter any part of the Properties;
- (b) to comply with or object to any notice served on the Chargors in respect of the Properties; and
- (c) to take any action that the Chargee may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice.

9.18.2 The Chargors must immediately on request by the Chargee pay the costs and expenses of the Chargee or its agents and contractors incurred in connection with any action taken by it under this clause 9.18.

9.18.3 The Chargee shall not be obliged to account as mortgagee in possession as a result of any action taken under this clause 9.18.

10 POWERS OF THE CHARGE

10.1 Power to remedy

10.1.1 The Chargee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargors of any of its obligations contained in this deed.

- 10.1.2 The Chargors irrevocably authorise the Chargee and its agents to do all things that are necessary or desirable for that purpose.
- 10.1.3 Any monies expended by the Chargee in remedying a breach by the Chargors of their obligations contained in this deed shall be reimbursed by the Chargors to the Chargee on a full indemnity basis and shall carry interest in accordance with clause 17.1.
- 10.1.4 In remedying any breach in accordance with this clause 10.1, the Chargee, its agents and their respective officers, agents and employees shall be entitled to enter onto the Properties upon giving at least 5 Business Days prior written notice and to take any action as the Chargee may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

10.2 **Exercise of rights**

The rights of the Chargee under clause 10.1 are without prejudice to any other rights of the Chargee under this deed. The exercise of any rights of the Chargee under this deed shall not make the Chargee liable to account as a mortgagee in possession.

10.3 **Chargee has Receiver's powers**

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

10.4 **Conversion of currency**

- 10.4.1 For the purpose of, or pending, the discharge of any of the Secured Liabilities, the Chargee may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 10.4) from their existing currencies of denomination into any other currencies of denomination that the Chargee may think fit.
- 10.4.2 Any such conversion shall be effected at the Chargee's choice of then prevailing spot selling rate of exchange for such other currency against the existing currency.
- 10.4.3 Each reference in this clause 10.4 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

10.5 **New accounts**

- 10.5.1 If the Chargee receives, or is deemed to have received, notice of any subsequent Security or other interest, affecting all or part of the Charged Property, the Chargee may open a new account for the Chargors in the Chargee's books. Without prejudice to the Chargee's right to combine accounts, no money paid to the credit of the

Chargors in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

- 10.5.2 If the Chargee does not open a new account immediately on receipt of the notice, or deemed notice, referred to in clause 10.5.1, then, unless the Chargee gives express written notice to the contrary to the Chargors, all payments made by the Chargors to the Chargee shall be treated as having been credited to a new account of the Chargors and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Chargee.

10.6 Indulgence

The Chargee may, at its discretion, grant time or other indulgence, or make any other arrangement, variation or release with any person not being a party to this deed (whether or not any person is jointly liable with the Chargors) 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 Chargors for the Secured Liabilities.

11 WHEN SECURITY BECOMES ENFORCEABLE

11.1 Security becomes enforceable on an Acceleration Event

The security constituted by this deed shall become enforceable if an Acceleration Event occurs and is continuing.

11.2 Discretion

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

12 ENFORCEMENT OF SECURITY

12.1 Enforcement powers

- 12.1.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Chargee and a purchaser from the Chargee, arise on and be exercisable at any time after the execution of this deed, but the Chargee shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 11.1.

- 12.1.2 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

12.2 Extension of statutory powers of leasing

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

- 12.2.1 grant an Occupational Lease or an Agreement for Lease;
- 12.2.2 accept surrenders of an Occupational Lease; or
- 12.2.3 grant any option in respect of the whole or any part of the Properties with whatever rights relating to other parts of it,

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

12.3 **Prior Security**

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

- (a) redeem that or any other prior Security;
- (b) procure the transfer of that Security to itself; and
- (c) settle and pass any account of the holder of any prior Security.

12.3.2 The settlement and passing of any such account shall be, in the absence of any manifest error, conclusive and binding on the Chargors. All monies paid by the Chargee to an encumbrancer in settlement of any of those accounts shall be, as from its payment by the Chargee, due from the Chargors to the Chargee on current account and shall bear interest at the default rate of interest specified in the Share Purchase Deed and be secured as part of the Secured Liabilities.

12.4 **Protection of third parties**

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

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

12.5 **Privileges**

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

12.6 No liability as mortgagee in possession

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

12.7 Relinquishing possession

If the Chargee, any Receiver or Delegate enters into or takes possession of the Charged Property, it may at any time relinquish possession.

12.8 Conclusive discharge to purchasers

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

13 RECEIVERS

13.1 Appointment

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

13.2 Removal

The Chargee may, without further notice (subject to section 45 of the Insolvency Act 1986), 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.

13.3 Remuneration

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

13.4 Power of appointment additional to statutory powers

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

13.5 Power of appointment exercisable despite prior appointments

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

13.6 Agent of the Chargors

Any Receiver appointed by the Chargee under this deed shall be the agent of the Chargors and the Chargors shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver.

14 POWERS OF RECEIVER

14.1 Powers additional to statutory powers

14.1.1 Any Receiver appointed by the Chargee under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 14.2 to clause 14.20.

14.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.

14.1.3 Any exercise by a Receiver of any of the powers given by clause 14 may be on behalf of the Chargors or himself.

14.2 Repair and develop the Properties

A Receiver may undertake or complete any works of repair, alteration, building or development on the Properties 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.

14.3 Grant or accept surrenders of leases

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

14.4 Employ personnel and advisers

A Receiver may provide services and employ, or engage, any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms and subject to any conditions that he thinks fit. A Receiver may discharge any such person or any such person appointed by the Chargors.

14.5 Make and revoke VAT options to tax

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

14.6 Charge for remuneration

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

14.7 Realise Charged Property

A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make any demands and take any proceedings as may seem expedient for that purpose, and take possession of the Charged Property with like rights.

14.8 Manage or reconstruct the Chargors' business

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

14.9 Dispose of Charged Property

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

14.10 Sever fixtures and fittings

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

14.11 Give valid receipts

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

14.12 Make settlements

A Receiver may make any arrangement, settlement or compromise between the Chargors and any other person that he may think expedient.

14.13 Bring proceedings

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

14.14 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 17.2, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Chargors under this deed.

14.15 Powers under LPA 1925

A Receiver may exercise all powers provided for in the LPA 1925 in the same way as if he had been duly appointed under the LPA 1925 and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.

14.16 Borrow

A Receiver may, for any of the purposes authorised by this clause 14, raise money by borrowing from the Chargee (or from any other person) either unsecured or on the security of all or any of the Charged Property in respect of which he is appointed on any terms that he thinks fit (including, if the Chargee consents, terms under which that Security ranks in priority to this deed).

14.17 Redeem prior Security

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

14.18 Delegation

A Receiver may delegate his powers in accordance with this deed.

14.19 Absolute legal owner

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

14.20 Incidental powers

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

14.20.1 may consider desirable or necessary for realising any of the Charged Property;

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

14.20.3 lawfully may or can do as agent for the Chargors.

15 DELEGATION

15.1 Delegation

The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 19.1).

15.2 Terms

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

15.3 Liability

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

16 APPLICATION OF PROCEEDS

16.1 Order of application of proceeds

All monies received by the Chargee, a Receiver or a Delegate under this deed after the security constituted by this deed has become enforceable (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

16.1.1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Chargee (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;

16.1.2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Chargee determines; and

16.1.3 in payment of the surplus (if any) to the Chargors or other person entitled to it.

16.2 Appropriation

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

16.3 Suspense account

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

- 16.3.1 may, at the discretion of the Chargee, Receiver or Delegate, be credited to any suspense or securities realised account;
- 16.3.2 shall bear interest, if any, at the rate agreed in writing between the Chargee and the Chargors; and
- 16.3.3 may be held in that account for so long as the Chargee, Receiver or Delegate thinks fit.

17 COSTS AND INDEMNITY

17.1 Costs

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

- 17.1.1 this deed or the Charged Property;
- 17.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's, a Receiver's or a Delegate's rights under this deed; or
- 17.1.3 taking proceedings for, or recovering, any of the Secured Liabilities, together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Chargors) at the Interest Rate accruing on a daily basis and compounded monthly.

17.2 Indemnity

- 17.2.1 The Chargors shall indemnify the Chargee, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:
 - (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Property;
 - (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
 - (c) any default or delay by the Chargors in performing any of their obligations under this deed.

- 17.2.2 Any past or present employee or agent may enforce the terms of this clause 17.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

18 FURTHER ASSURANCE

18.1 Further assurance

The Chargors shall, at their own expense, take whatever action the Chargee or any Receiver may reasonably require for:

- 18.1.1 creating, perfecting or protecting the security intended to be created by this deed;
- 18.1.2 facilitating the realisation of any of the Charged Property; or
- 18.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Chargee or any Receiver in respect of any of the Charged Property,

including, without limitation (if the Chargee or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Property (whether to the Chargee or to its nominee) and the giving of any notice, order or direction and the making of any registration.

19 POWER OF ATTORNEY

19.1 Appointment of attorneys

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

- 19.1.1 the Chargors are required to execute and do under this deed; or
- 19.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Chargee, any Receiver or any Delegate.

19.2 Ratification of acts of attorneys

The Chargors ratify and confirm, and agree to ratify and confirm, anything that any of their 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 19.1.

20 RELEASE

Subject to clause 27.3, on the expiry of the Security Period, the Chargee shall, at the request and cost of the Chargors, take whatever action is necessary to:

- 20.1 release the Charged Property from the security constituted by this deed; and
- 20.2 reassign the Charged Property to the Chargors.

21 ASSIGNMENT AND TRANSFER

No party shall encumber, sub contract, assign or otherwise transfer this deed or any of its rights and obligations under this deed without the prior written consent of the other parties other than as permitted under the Share Purchase Deed.

22 SET-OFF

22.1 Chargee's right of set-off

The Chargee may at any time set off any liability of a Chargor to the Chargee against any liability of the Chargee to a Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Chargee may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Chargee of its rights under this clause 22.1 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

22.2 No obligation to set off

The Chargee is not obliged to exercise its rights under clause 22.1. If, however, it does exercise those rights it must promptly notify the relevant Chargor of the set-off that has been made.

22.3 Exclusion of Chargors' right of set-off

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

23 AMENDMENTS, WAIVERS AND CONSENTS

23.1 Amendments

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

23.2 Waivers and consents

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

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

23.3 Rights and remedies

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

24 SEVERANCE

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

25 COUNTERPARTS

25.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

25.2 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

26 THIRD PARTY RIGHTS

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

26.2 The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

27 FURTHER PROVISIONS

27.1 Independent security

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

27.2 Continuing security

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

27.3 Discharge conditional

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

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

27.4 Certificates

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

27.5 Consolidation

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

28 NOTICES

28.1 Delivery

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

- 28.1.1 in writing; and
- 28.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or international courier; and
- 28.1.3 sent to:
 - (a) Chargor 1 at:
Crown House, 82-85 Malt Mill Lane, Halesowen, B62 8JJ
Attention: Nick Schwartz and Ben Steer
 - (b) Chargor 2 at:
Crown House, 82-85 Malt Mill Lane, Halesowen, B62 8JJ
Attention: Nick Schwartz and Ben Steer

(c) the Chargee at:

14-16 Avenue Pasteur, L-2310, Luxembourg

Attention: the Managers

With a copy to:

Ares Management Limited, 10 New Burlington Street, 6th Floor, London
W1S 3BE

Attention: William Twemlow

or to any other address as is notified in writing by one party to the other from time to time.

28.2 Receipt by Chargors

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

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if delivered by international courier, five Business Days after the date of posting.

28.2.2 A notice or other communication given as described in clause 28.2.1 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

28.3 Receipt by Chargee

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

28.4 Service of proceedings

This clause 28 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

29 GOVERNING LAW AND JURISDICTION

29.1 Governing law

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

29.2 Jurisdiction

29.2.1 The courts of England have exclusive jurisdiction to decide any dispute arising out of or in connection with this deed (including a dispute relating to the existence,

validity or termination of this deed of the consequences of its nullity or any non-contractual obligations arising out of or in connection with this deed (a “**Dispute**”).

29.2.2 The parties agree that the courts of England are the most appropriate and convenient courts to decide Disputes and accordingly no party will argue to the contrary.

29.2.3 Notwithstanding clauses 29.2.1 and 29.2.2 above, the Chargee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction and to the extent allowed by law, may take concurrent proceedings in any number of jurisdictions.

29.3 **Other service**

The Chargors irrevocably consent to any process in any legal action or proceedings under clause 29.2 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.

SCHEDULE 1

Properties

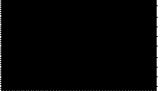
Property Description	Title Number(s)	Tenure
(1) The Boathouse, Station Street, Stoke-on-Trent (ST6 3RR)	(1) SF498900	(1) Leasehold
(2) Land and buildings on the south side of Newcastle Street, Burslem	(2) SF498899	(2) Leasehold
(3) The Dish Cell Extension, Orme Street, Stoke-On-Trent (ST6 3RB)	(3) SF614687	(3) Leasehold
(4) The Dish Cell Extension, Shirley Street, Stoke-On-Trent (ST6 3RB)	(4) SF618203	(4) Leasehold


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

Executed as a deed by)
REVELAN ESTATES (HARBORNE))
LIMITED, acting by)
Nicholas Megyesi-Schwartz, a director

.....
Director

In the presence of:

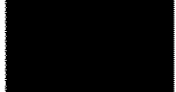
Witness signature: 

Name: Sarah Monaghan
Address: RWC, One Chamberlain Square
Birmingham
Occupation: 

Executed as a deed by)
HAMLET CATERING LIMITED, acting by)
Nicholas Megyesi-Schwartz director)

.....
Director

In the presence of:

Witness signature: 

Name: Sarah Monaghan
Address: RWC, One Chamberlain Square
Birmingham
Occupation: 

Executed as a deed by

Signature in name of the company

GERANIUM HOLDINGS S.À R.L, a company

) GERANIUM HOLDINGS S.À R.L

incorporated in Luxembourg, acting by

)

Damian F. PONS

and

)

Daniel LIEM, who, in

)

accordance with the laws of that territory, are

)

acting under the authority of the company

Damian F. PONS

Authorised signatory

)

Daniel LIEM

Authorised signatory