



Registration of a Charge

Company Name: **FIRMDALE HOLDINGS LIMITED**

Company Number: **04648681**



XCW76QMX

Received for filing in Electronic Format on the: **05/02/2024**

Details of Charge

Date of creation: **31/01/2024**

Charge code: **0464 8681 0016**

Persons entitled: **COUTTS & COMPANY**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **CMS CAMERON MCKENNA NABARRO OLSWANG LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4648681

Charge code: 0464 8681 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st January 2024 and created by FIRMDALE HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th February 2024 .

Given at Companies House, Cardiff on 7th February 2024

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

DATE: 31 January 2024

SHAREHOLDER SECURITY AGREEMENT

Between

FIRMDALE HOLDINGS LIMITED
(as Chargor)

and

COUTTS & COMPANY
(as Lender)

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THIS DEED is dated 31 January 2024 and is made

BETWEEN:

- (1) **FIRMDALE HOLDINGS LIMITED** registered in England and Wales (registered number 04648681) whose registered office is at 18 Thurloe Place, London, United Kingdom, SW7 2SP (the “**Chargor**”); and
- (2) **COUTTS & COMPANY** (the “**Lender**”).

BACKGROUND:

- (A) The board of directors of the **Chargor** is satisfied that the giving of the security contained or provided for in this Deed is in the interests of the **Chargor** and has passed a resolution to that effect.
- (B) It is intended that this document takes effect as a deed of the **Chargor** notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 In this Deed the following terms have the following meanings:

“**Authorisation**”: an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

“**Act**”: the Law of Property Act 1925.

“**CGH Borrower**”: Covent Garden Hotel (Freehold) Ltd registered in England and Wales (registration number 11140749) whose registered office is at 18 Thurloe Place, London, United Kingdom, SW7 2SP.

“**CGH Opco**”: Covent Garden Hotel (Leasehold) Ltd registered in England and Wales (registration number 14597288) whose registered office is at 18 Thurloe Place, London, United Kingdom, SW7 2SP.

“**Delegate**”: any delegate, agent, attorney or co-trustee appointed by the **Lender**.

“**DSH Borrower**”: Dorset Square Hotel (Freehold) Ltd registered in England and Wales (registered number 15119846) whose registered office is at 18 Thurloe Place, London, United Kingdom, SW7 2SP.

“**DSH Opco**”: Dorset Square Hotel (Leasehold) Ltd registered in England and Wales (registered number 15120136).

“**Investment Related Rights**”:

- (a) all dividends, interest and other distributions of any kind and any other moneys paid or payable from time to time in respect of any **Investment**;
- (b) all allotments, accretions, rights, shares, securities, money or other property accruing, offered or issued from time to time by way of bonus, capitalisation, conversion, preference, option, substitution, exchange, redemption or otherwise in respect of any **Investment**; and

- (c) all other rights, assets and advantages from time to time attaching to or deriving from or exercisable by virtue of the ownership of any Investment.

“Investments”: all shares, stocks, debentures, bonds or other securities or investments in the DSH Borrower and the CGH Borrower owned by the Chargor or held by any nominee or trustee on its behalf.

“Legal Reservations”:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Act, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) the limitation of the enforcement of the terms of leases of real property by laws of general application to those leases;
- (d) similar principles, rights and remedies under the laws of any Relevant Jurisdiction; and
- (e) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinions supplied to the Lender in connection with this Deed.

“Limitation Acts”: the Limitation Act 1980 and the Foreign Limitation Periods Act 1984.

“Obligor”:

- (a) the DSH Borrower;
- (b) the DSH Opco;
- (c) the CGH Borrower; or
- (d) the CGH Opco.

“Original Jurisdiction”: the jurisdiction under whose laws the Chargor is incorporated as at the date of this Deed.

“Party”: a party to this Deed.

“Perfection Requirements”: the making or the procuring of filings, stampings, registrations, notarisations, endorsements, translations and/or notifications of this Deed (and/or any Security created under it) necessary for the validity, enforceability (as against the relevant Obligor or any relevant third party) and/or perfection of this Deed.

“Receiver”: a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.

“Relevant Jurisdiction”: in relation to the Chargor:

- (a) its Original Jurisdiction;
- (b) any jurisdiction where any asset subject to or intended to be subject to the Security to be created by it is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of this Deed.

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

“Security Asset”: any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed.

“Security Period”: the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

“Secured Liabilities”: all present and future indebtedness, moneys, obligations and liabilities of the Chargor and/or the Obligors to the Lender, in whatever currency denominated, whether actual or contingent, whether owed jointly or severally or as principal or as surety or in some other capacity and whether or not the Lender was an original party to the relevant transaction and in whatever name or style, including all interest, discount, commission and fees for which the Chargor and/or the Obligors may be or become liable to the Lender, together with all expenses and all interest.

“Secured Party”: the Lender or a Receiver or any Delegate.

“Subordinated Document”: has the meaning given to it in each Subordination Agreement.

“Subordinated Indebtedness”: has the meaning given to it in each Subordination Agreement.

“Subordination Agreement”: each subordination deed entered into or to be entered into by, amongst others, the Chargor as a subordinated creditor and the Lender.

Construction

1.2 Any reference in this Deed to:

- 1.2.1 the **“Lender”**, the **“Chargor”**, the **“CGH Borrower”**, the **“CGH Opco”**, the **“DSH Borrower”**, the **“DSH Opco”** or an **“Obligor”** or any other person shall be construed so as to include its or his or her successors in title, permitted assigns and permitted transferees;
- 1.2.2 **“assets”** includes present and future properties, revenues and rights of every description;
- 1.2.3 **“indebtedness”** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.4 a **“person”** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- 1.2.5 a **“regulation”** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation; and
- 1.2.6 a provision of law is a reference to that provision as amended or re-enacted.

1.3 Clause and schedule headings are for ease of reference only.

1.4 Any reference in this Deed to a mortgage, charge or assignment of any asset shall be construed so as to include:

- 1.4.1 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that asset and all other rights, benefits, claims, contracts, warranties, remedies, security or indemnities in respect of that asset; and

- 1.4.2 the proceeds of sale of any part of that asset and any other moneys paid or payable in respect of or in connection with that asset.
- 1.5 Any reference in this Deed to **"this Deed"** shall be deemed to be a reference to this Deed as a whole and not limited to the particular clause, schedule or provision in which the relevant reference appears and to this Deed as amended, novated, assigned, supplemented, extended, substituted or restated from time to time and any reference in this Deed to a **"clause"** or a **"schedule"** is, unless otherwise provided, a reference to a clause or a schedule of this Deed.
- 1.6 Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa.
- 1.7 Where any provision of this Deed is stated to include one or more things, that shall be by way of example or for the avoidance of doubt only and shall not limit the generality of that provision.
- 1.8 Any change in the constitution of the Lender or its absorption of or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person shall not in any way prejudice or affect its rights under this Deed.
- 1.9 Unless a contrary indication appears, a reference in this Deed to:
- 1.9.1 any agreement, instrument or other document shall be construed as a reference to that agreement, instrument or document as the same may have been, or may from time to time be, restated, varied, amended, supplemented, substituted, novated or assigned, whether or not as a result of any of the same:
- (a) there is an increase or decrease in any facility made available under that agreement, instrument or document or an increase or decrease in the period for which any facility is available or in which it is repayable;
 - (b) any additional, further or substituted facility to or for such facility is provided;
 - (c) any rate of interest, commission or fees or relevant purpose is changed;
 - (d) the identity of the parties is changed;
 - (e) the identity of the providers of any security is changed;
 - (f) there is an increased or additional liability on the part of any person; or
 - (g) a new agreement is effectively created or deemed to be created.
- 1.9.2 any **"rights"** in respect of an asset includes:
- (a) all amounts and proceeds paid or payable;
 - (b) all rights to make any demand or claim; and
 - (c) all powers, remedies, causes of action, security, guarantees and indemnities, in each case in respect of or derived from that asset;
- 1.9.3 any **"share"**, **"stock"**, **"debenture"**, **"bond"** or **"other security"** or **"investment"** includes:
- (a) any dividend, interest or other distribution paid or payable;
 - (b) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in each case in respect of that share, stock, debenture, bond or other security or investment; and

1.9.4 the term “this Security” means any Security created by this Deed.

1.10 Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

1.11 The terms of any other agreement or instrument between any Parties in relation to this Deed are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.12 If the Lender considers that an amount paid to a Secured Party under an agreement, instrument or other document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

1.13 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.14 It is intended that this document shall take effect as and be a deed of the Chargor notwithstanding the fact that the Lender may not execute this document as a deed.

Third party rights

1.15 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed.

1.16 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

1.17 Any Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to clause 1.16 above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

2. CREATION OF SECURITY

2.1 All the security created under this Deed:

2.1.1 is created in favour of the Lender;

2.1.2 is created over present and future assets of the Chargor;

2.1.3 is security for the payment of all the Secured Liabilities; and

2.1.4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

2.2 The Lender holds the benefit of this Deed and this Security on trust for the Secured Parties.

2.3 The Chargor charges by way of a first fixed charge its rights and interest in:

2.3.1 all of its Investments;

2.3.2 all Investment Related Rights;

2.3.3 all of its Subordinated Indebtedness;

- 2.3.4 all of the Subordinated Documents to which it is a party; and
- 2.3.5 the benefit of all of its rights in relation to its Subordinated Indebtedness.

3. RESTRICTIONS ON DEALINGS

Security

- 3.1 Except as expressly allowed under this Deed, the Chargor must not create or permit to subsist any Security on any Security Asset.

Disposals

- 3.2 Except as expressly allowed under this Deed, the Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Security Asset.

4. INVESTMENTS AND SUBORDINATED INDEBTEDNESS

Deposit

- 4.1 The Chargor must immediately:
 - 4.1.1 deposit with the Lender, or as the Lender may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
 - 4.1.2 execute and deliver to the Lender all share transfers and other documents which may be requested by the Lender in order to enable the Lender or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

Calls

- 4.2 The Chargor must pay all calls or other payments due and payable in respect of any of its Investments on or by the relevant due date for payment (or within the applicable grace period).
- 4.3 If the Chargor fails to do so, the Lender may pay the calls or other payments in respect of any of its Investments on behalf of the Chargor. The Chargor must immediately on request reimburse the Lender for any payment made by the Lender under this clause 4.3 (*Calls*).

Other obligations in respect of Investments

- 4.4 The Chargor must promptly send a copy to the Lender of, and comply, within the relevant timeframe, with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document binding on it, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Lender may elect to provide such information as it may have on behalf of the Chargor.
- 4.5 The Chargor must comply in all material respects with all other conditions and obligations assumed by it in respect of any of its Investments.
- 4.6 The Lender is not obliged to:
 - 4.6.1 perform any obligation of the Chargor;
 - 4.6.2 make any payment;
 - 4.6.3 make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or

4.6.4 present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed, in respect of any of its Investments.

Voting rights

4.7 Before this Security becomes enforceable:

4.7.1 the voting rights, powers and other rights in respect of its Investments will be exercised:

- (a) by the Chargor; or
- (b) if exercisable by the Lender, in any manner which the Chargor may direct the Lender in writing; and

4.7.2 all dividends, distributions or other income paid or payable in relation to any of its Investments must only be paid to the extent expressly permitted in writing by the Lender.

4.8 The Chargor must indemnify the Lender against any loss or liability incurred by the Lender as a consequence of the Lender acting in respect of any of its Investments as permitted by this Deed on the direction of the Chargor.

4.9 Subject to clause 4.10 below, after this Security has become enforceable, the Lender may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment.

4.10 The Lender shall not be entitled to exercise any voting rights or any other rights or powers under clause 4.9 above if, and to the extent that, from time to time:

- (a) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the "NSI Act") and any regulations made under the NSI Act; and
- (b) either:
 - (i) the Secretary of State has not approved that notifiable acquisition in accordance with the NSI Act; or
 - (ii) the Secretary of State has so approved that notifiable acquisition but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act.

Subordinated Documents

4.11 The Chargor shall deliver to the Lender a copy of any Subordinated Document as is then in effect and all such other documents relating to the Subordinated Indebtedness as the Lender may require.

People with Significant Control Regime

4.12 The Chargor must:

4.12.1 within the relevant timeframe, comply with any notice it receives pursuant to Part 21A of the Companies Act 2006 in relation to the Investments; and

4.12.2 promptly provide the Lender with a copy of that notice.

5. REPRESENTATIONS

General

- 5.1 The Chargor makes the representations and warranties set out in this clause 5 to the Lender on the date of this Deed.

Status

- 5.2 It is a private limited liability corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- 5.3 It has the power to own its assets and carry on its business as it is being conducted.

Binding Obligations

- 5.4 The obligations expressed to be assumed by it in this Deed are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations and (without limiting the generality of the foregoing) this Deed creates the security which it purports to create and that security is valid and effective.

Power and Authority

- 5.5 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.
- 5.6 No limit on its powers will be exceeded as a result of the grant of security or giving of indemnities contemplated by this Deed.

Non-conflict with Other Obligations

- 5.7 The entry into and performance by it of, and the transactions contemplated by, this Deed and the granting of the security under this Deed do not and will not conflict with:
- 5.7.1 any law or regulation applicable to it;
 - 5.7.2 its constitutional documents; or
 - 5.7.3 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.

Insolvency and Centre of Main Interests and Establishments

- 5.8 It is not insolvent as defined in the Insolvency Act 1986 and is able to pay its debts as they fall due and for the purposes of Regulation (EU) 2015/848 of 20 May 2015 on insolvency proceedings (recast) (the “**Regulation**”), its centre of 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 Regulations) in any other jurisdiction.

Validity and Admissibility in Evidence

- 5.9 All Authorisations required or desirable to:
- 5.9.1 enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed;
 - 5.9.2 make this Deed admissible in evidence in its jurisdiction of incorporation; and
 - 5.9.3 enable it to create any security expressed to be created by it by or pursuant to, or, as the case may be, any security expressed to have been created by it and to be evidenced in,

this Deed and to ensure that such security has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect.

Governing Law and Enforcement

- 5.10 Subject to the Legal Reservations, the choice of English law as the governing law of this Deed will be recognised and enforced in its Relevant Jurisdictions.
- 5.11 Subject to the Legal Reservations, any judgment obtained in relation to this Deed in England will be recognised and enforced in its Relevant Jurisdictions.
- 5.12 Any Subordinated Document and all Subordinated Indebtedness, together with any non-contractual obligations arising out of or in connection with the same, are governed by English law.

No Filing or Stamp Taxes

- 5.13 Under the law of its jurisdiction of incorporation it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar taxes or fees be paid on or in relation to this Deed or the transactions contemplated by this Deed, except registration of particulars of this Deed at Companies House under the Companies Act 2006 and payment of associated fees, which registration and fees will be made and paid promptly after the date of this Deed.

No Misleading Information

- 5.14 All financial and other written information provided by it (including its advisers) to the Lender was true and accurate in all material respects as at the date it was provided and was not misleading in any respect.

No Proceedings Pending or Threatened

- 5.15 No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a material adverse effect on its ability to comply with its obligations pursuant to this Deed have been started or threatened against it.

Creation of Security

- 5.16 Subject to the Legal Reservations and Perfection Requirements, the Security created by this Deed constitutes a first priority security interest over the Security Assets of the type described in this Deed and the Security Assets are not subject to any prior or *pari passu* Security.

Investments

- 5.17 The Investments represent the entire issued share capital of the DSH Borrower and the CGH Borrower.
- 5.18 The Investments are legally and beneficially owned and controlled by the Chargor.
- 5.19 The Investments are fully paid and are not subject to any option to purchase or similar right.
- 5.20 The constitutional documents of the DSH Borrower and the CGH Borrower do not and could not restrict or inhibit any transfer of the Investments on creation or enforcement of this Security.

Subordinated Indebtedness

- 5.21 All Subordinated Indebtedness (whether or not documented as a Subordinated Document) is in full force and effect in accordance with its terms and is enforceable by the Chargor against the Obligors.
- 5.22 The Chargor is the sole legal and beneficial owner of the Subordinated Indebtedness.
- 5.23 No payments to it by any other party to any Subordinated Indebtedness are subject to any right of set-off or similar right.
- 5.24 The obligations expressed to be assumed by the Chargor in each Subordinated Document and/or in respect of any Subordinated Indebtedness are legal, valid, binding and enforceable obligations.
- 5.25 Neither it nor (so far as it is aware) any other party to any Subordinated Indebtedness and/or Subordinated Document is in default of any of its material obligations under that Subordinated Indebtedness and/or Subordinated Document.
- 5.26 There is no prohibition on assignment, or other restriction on the creation of security by the Chargor, in respect of any of the Subordinated Indebtedness or its rights under any Subordinated Document or in relation to any Subordinated Indebtedness.

Good Title to Assets

- 5.27 It is the sole legal and beneficial owner of the assets over which it purports to grant security under this Deed.

No restrictions on assignment

- 5.28 There are no restrictions on the ability of the Chargor to assign or charge the Subordinated Indebtedness, whether contained in a Subordinated Document or otherwise.

Continuing Representations

- 5.29 The Chargor undertakes with the Lender that the representations and warranties in this clause 5 will be true and accurate throughout the continuance of this Deed by reference to the facts and circumstances existing from time to time.

6. UNDERTAKINGS

General

- 6.1 The undertakings in this clause 6 remain in force from the date of this Deed for so long as any amount is outstanding under this Deed.

Pre-emption Rights and Restrictions on Transfer

- 6.2 The Chargor shall not, without the prior written consent of the Lender, create, grant or consent to exist (whether under any relevant articles of association or other constitutional documents or otherwise):
 - 6.2.1 any option to purchase or similar rights;
 - 6.2.2 any rights of pre-emption or conversion; or
 - 6.2.3 any restriction or inhibition on transfer or realisation,
 - 6.2.4 in each case in respect of all or any part of the Investments and/or Investment Related Rights.

- 6.3 The Chargor shall use its reasonable endeavours to procure that the board of directors of any company in which any of the Investments and/or Investment Related Rights is held approves any transfer of any Investment and/or Investment Related Rights desired to be made by the Lender in the exercise of the rights, powers, authorities and discretions conferred on it by or pursuant to this Deed or by law.

Variation of Rights

- 6.4 The Chargor shall not, without the prior written consent of the Lender, cause or permit any rights attaching to or conferred by all or any part of the Investment and/or Investment Related Rights to be varied or abrogated.
- 6.5 The Chargor shall not, without the prior written consent of the Lender, cause or permit any Investment to be consolidated, sub-divided or converted or the other capital of the DSH Borrower or the CGH Borrower to be re-organised, exchanged or repaid or any further shares in the capital of the DSH Borrower or the CGH Borrower to be issued.

Exercise of Member's Rights

- 6.6 The Chargor shall not, without the prior written consent of the Lender, do or cause or permit to be done anything which shall require the DSH Borrower or the CGH Borrower to treat any person who is not the registered holder of any of the Investments as entitled to enjoy or exercise any rights of a member in relation to the whole or any part of the Investments, except pursuant to the terms of this Deed.

Acquisition of Investments

- 6.7 The Chargor shall promptly notify the Lender of:
- 6.7.1 its acquisition of, or of its agreement to acquire, any Investments; and
 - 6.7.2 the accrual, offer or issue of any Investment Related Rights and shall, if requested by the Lender, acquire (by payment or otherwise) any Investment Related Rights if failure to take up such Investment Related Rights might, in the opinion of the Lender, prejudice the value of, or the ability of the Lender to realise, the security constituted or intended to be constituted by this Deed.

Performance of Subordinated Documents

- 6.8 The Chargor shall observe and perform all of the obligations assumed by it under or in connection with the Subordinated Indebtedness and shall diligently enforce the observance and performance by each person party to any Subordinated Indebtedness of all the obligations assumed by it under or in connection with such Subordinated Indebtedness (including, without limitation, the payment of all amounts due from that person).

Preservation of Subordinated Indebtedness

- 6.9 The Chargor undertakes that it shall not, without the prior written consent of the Lender or except as expressly permitted by the Lender in writing:
- 6.9.1 amend, vary, supplement, substitute, replace or novate any Subordinated Indebtedness (whether or not documented in a Subordinated Document);
 - 6.9.2 waive any breach of the terms of any Subordinated Indebtedness;
 - 6.9.3 release, rescind or abandon any Subordinated Indebtedness;

- 6.9.4 exercise any right to terminate any Subordinated Indebtedness or repudiate any Subordinated Indebtedness or otherwise treat itself as discharged or relieved from further performance of any of the obligations or liabilities assumed by it under or in connection with any Subordinated Indebtedness;
- 6.9.5 exercise any right of set-off against any person party to any Subordinated Indebtedness; and/or
- 6.9.6 grant any time or other indulgence to, or waive, release, settle, compromise or abandon any liability of, or claim against, any person in connection with any Subordinated Indebtedness or do or omit to do any other act or thing whereby the recovery in full of any moneys payable under or in connection any Subordinated Indebtedness or for the time being comprised in any Subordinated Indebtedness may be delayed or impeded.

Defence of Subordinated Indebtedness

- 6.10 The Chargor shall take all such steps as are necessary or expedient (including bringing or defending proceedings) to keep any Subordinated Indebtedness in full force and effect and to protect or preserve the interests of the Chargor and the Lender in relation to any Subordinated Indebtedness against the claims and demands of any person, all such steps to be taken at the expense of the Chargor.

Information

- 6.11 The Chargor shall promptly supply to the Lender such information as the Lender may reasonably require about the Security Assets and its compliance with the terms of this Deed and such further information regarding its financial condition, assets and operations as the Lender may reasonably request.
- 6.12 The Chargor shall promptly notify the Lender in writing of any action, claim or demand made by or against it in connection with all or any part of the Security Assets 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 the Chargor's proposals for settling, liquidating, compounding or contesting the same and shall, subject to the Lender's approval of such proposals, implement them at its own expense.

Not Jeopardise Security

- 6.13 The Chargor shall not do or cause or permit to be done anything which might in any way depreciate, jeopardise or otherwise prejudice the value to the Lender of the security constituted or intended to be constituted by this Deed.

7. THE SUBORDINATED INDEBTEDNESS AND SUBORDINATED DOCUMENTS

Liability of Chargor

- 7.1 The Chargor undertakes and agrees with the Lender that, notwithstanding the charge contained in clause 2 (*Creation of Security*), it shall remain liable to observe and perform all of the obligations assumed by it under or in connection with the Subordinated Indebtedness and the Subordinated Documents and the Lender shall not have or incur any obligation or liability under or in connection with the Subordinated Indebtedness and the Subordinated Documents by reason of that charge.

Exercise of Rights and Powers

- 7.2 At any time after the security constituted by this Deed has become enforceable, the Lender shall be entitled to exercise, without notice to the Chargor, at any time or times and in such manner as the Lender shall think fit all or any of the rights, powers and remedies held by it as chargee of the Subordinated Indebtedness or any Subordinated Document and (without limitation) to:
- 7.2.1 collect, demand and receive or recover by legal process all or any moneys payable under or in connection with the Subordinated Indebtedness or any Subordinated Document for the time being comprised in the Subordinated Indebtedness or any Subordinated Document and on payment to give an effectual discharge for them;
 - 7.2.2 exercise all such other rights, powers and remedies as the Chargor is then entitled to exercise in relation to the Subordinated Indebtedness or any Subordinated Document (or might, but for the terms of this Deed, exercise) to the exclusion of the Chargor (and the Chargor shall exercise all such rights, powers and remedies in accordance with the instructions of the Lender); and
 - 7.2.3 do all such acts, deeds and things as the Lender may consider necessary or proper in relation to any of the rights, powers and remedies referred to above.
- 7.3 Neither the Lender nor its nominee(s) shall be under any duty to the Chargor or any other person to make any enquiry into the nature or sufficiency of any payment received by it in respect of the Subordinated Indebtedness or any Subordinated Document or the adequacy of performance by any person party to any Subordinated Indebtedness of any of its obligations under or in connection with that Subordinated Indebtedness or to present or file or make any claim, take any action or do any other act or thing for the purpose of collecting and/or enforcing the payment of any amount to which it may be entitled in respect of the Subordinated Indebtedness or any Subordinated Document or to enforce any other rights, title, interests or claims charged under this Deed or to which the Lender may at any time be entitled pursuant to this Deed.

8. WHEN SECURITY BECOMES ENFORCEABLE

When Security becomes Enforceable

- 8.1 This Security will become immediately enforceable upon and at any time after:
- 8.1.1 a notice by the Lender demanding payment, performance and/or discharge of any of the Secured Liabilities shall have been served by the Lender on the Chargor and/or any Obligor; and/or
 - 8.1.2 the occurrence of an event of default (however so described in any facility agreement made between the Chargor and/or any Obligor and the Lender from time to time) has occurred and is continuing.

Discretion

- 8.2 After this Security has become enforceable, the Lender may enforce all or any part of this Security in any manner it sees fit.

Statutory powers

- 8.3 The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

9. ENFORCEMENT OF SECURITY

General

9.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

9.2 Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

No liability as mortgagee in possession

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

Privileges

9.4 The Lender and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

Protection of third parties

9.5 No person (including a purchaser) dealing with the Lender or a Receiver or its or his/her agents will be concerned to enquire:

9.5.1 whether the Secured Liabilities have become payable;

9.5.2 whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

9.5.3 whether any money remains due to the Lender or a Receiver; or

9.5.4 how any money paid to the Lender or to that Receiver is to be applied.

Redemption of prior mortgages

9.6 At any time after this Security has become enforceable, the Lender may:

9.6.1 redeem any prior Security against any Security Asset; and/or

9.6.2 procure the transfer of that Security to itself; and/or

9.6.3 settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

9.7 The Chargor must pay to the Lender, immediately on demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

Contingencies

9.8 If this Security is enforced at a time when no amount is due to the Lender (or a Receiver) but at a time when amounts may or will become due, the Lender (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

Financial collateral

9.9 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement"

(in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Lender will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

9.10 Where any financial collateral is appropriated:

- 9.10.1 if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- 9.10.2 in any other case, its value will be such amount as the Lender reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it,

and the Lender will give credit for the proportion of the value of the financial collateral appropriated to its use.

10. RECEIVER

Appointment of Receiver

10.1 Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

- 10.1.1 this Security has become enforceable; or
- 10.1.2 the Chargor so requests in writing to the Lender at any time.

10.2 Any appointment under clause 10.1 above may be by deed, under seal or in writing under its hand.

10.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.

10.4 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.

10.5 The Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Lender is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

Removal

10.6 The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver 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.

Remuneration

10.7 The Lender may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

Agent of the Chargor

- 10.8 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.
- 10.9 No Secured Party will incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

Relationship with Lender

- 10.10 To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Lender in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

11. POWERS OF RECEIVER

General

- 11.1 A Receiver has all of the rights, powers and discretions set out below in this clause 11 in addition to those conferred on it by any law. This includes:
- 11.1.1 in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
- 11.1.2 otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- 11.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

Possession

- 11.3 A Receiver may take immediate possession of, get in and realise any Security Asset.

Carry on business

- 11.4 A Receiver may carry on any business of the Chargor in any manner he/she thinks fit.

Employees

- 11.5 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.
- 11.6 A Receiver may discharge any person appointed by the Chargor.

Borrow money

- 11.7 A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

Sale of assets

- 11.8 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

11.9 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

11.10 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

Leases

11.11 A Receiver may let any Security Asset for any term and at any rent (with or without a premium) which he/she thinks fit and may accept a surrender of any lease or tenancy of any Security Asset on any terms which he/she thinks fit (including the payment of money to a lessee or tenant on a surrender).

Compromise

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

Legal actions

11.13 A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he/she thinks fit.

Receipts

11.14 A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

Subsidiaries

11.15 A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

Delegation

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

Lending

11.17 A Receiver may lend money or advance credit to any person.

Protection of assets

11.18 A Receiver may:

11.18.1 effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;

11.18.2 commence and/or complete any building operation; and

11.18.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

Other powers

11.19 A Receiver may:

- 11.19.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;
- 11.19.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and
- 11.19.3 use the name of the Chargor for any of the above purposes.

12. APPLICATION OF PROCEEDS

12.1 All moneys received or recovered by the Lender, any Receiver or any 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 thereto and by way of variation of the provisions of the Act) be applied in the following order (but without prejudice to the right of the Lender to recover any shortfall from the Chargor):

- 12.1.1 in or towards payment of all costs, losses, liabilities and expenses of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights and powers, including his remuneration, and all outgoings paid by him;
- 12.1.2 in or towards payment of all other expenses;
- 12.1.3 in or towards payment of all other Secured Liabilities or such part of them as is then due and payable to the Lender in such order as the Lender may select; and
- 12.1.4 in payment of the surplus (if any) to the Chargor or other person entitled to it.

12.2 This clause 12:

- 12.2.1 will override any appropriation made by the Chargor;
- 12.2.2 is subject to the payment of any claims having priority over this Security; and
- 12.2.3 does not prejudice the right of any Secured Party to recover any shortfall from the Chargor.

13. DELEGATION

Power of Attorney

13.1 The Lender or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

Terms

13.2 Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Lender or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.

Liability

- 13.3 Neither the Lender nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

14. FURTHER ASSURANCES

- 14.1 The Chargor must promptly, at its own expense, take whatever action the Lender or a Receiver may require for:

- 14.1.1 creating, perfecting or protecting any security over any Security Asset; or
- 14.1.2 facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Lender or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset.

- 14.2 The action that may be required under clause 14.1 above includes:

- 14.2.1 the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Lender or to its nominees; or
- 14.2.2 the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Lender may consider necessary or desirable.

15. POWER OF ATTORNEY

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Lender or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause 15.

16. MISCELLANEOUS

Continuing Security

- 16.1 This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

Tacking

- 16.2 Each Lender must perform its obligations under any agreement (including any obligation to make available further advances).

New Accounts

- 16.3 If any subsequent charge or other interest affects any Security Asset, a Secured Party may open a new account with the Chargor.
- 16.4 If that Secured Party does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

- 16.5 As from that time all payments made to that Secured Party will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

Time Deposits

- 16.6 Without prejudice to any right of set off any Secured Party may have, if any time deposit matures on any account the Chargor has with any Secured Party within the Security Period when:

16.6.1 this Security has become enforceable; and

16.6.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which that Secured Party considers appropriate.

Notice to Chargor

- 16.7 This Deed constitutes notice in writing to the Chargor of any charge or assignment of a debt in favour of the Lender owed by an Obligor to the Chargor.

Waiver of Defences

- 16.8 Neither this Security nor the rights, powers and remedies of the Lender provided by or pursuant to this Deed or by law will be affected by an act, omission, matter or thing which, but for this clause 16.8, would reduce, release or prejudice any of its obligations under this Deed, any of this Security or any of those rights, powers and remedies (without limitation and whether or not known to it or the Lender) including:

16.8.1 any time, waiver or consent granted to, or composition with, the Obligors or any other person;

16.8.2 the release of the Obligors or any other person under the terms of any composition or arrangement with any creditor;

16.8.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security over assets of, the Obligors or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security;

16.8.4 any incapacity or lack of power, authority or legal personality of, or dissolution or change in the members or status of, the Obligors or any other person;

16.8.5 any amendment, novation, supplement, extension (whether of maturity or otherwise), restatement (in each case, however fundamental and of whatsoever nature and whether or not more onerous) or replacement of any document or Security including without limitation any change in the purpose of, any extension of or any increase in, any facility or the addition of any new facility under any document or Security;

16.8.6 any unenforceability, illegality or invalidity of any obligation of the Obligors or any other person under any document or Security; or

16.8.7 any insolvency or similar proceedings.

Chargor intent

- 16.9 Without prejudice to the generality of clause 16.8 (*Waiver of Defences*), the Chargor expressly confirms that it intends that this Security shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any agreement, instrument or other

document entered into between the Lender and the Chargor and/or any facility or amount made available under any agreement, instrument or other document for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

Immediate Recourse

- 16.10 The Chargor waives any right it may have of first requiring the Lender to proceed against or enforce any other rights or Security or claim payment from any person or file any proof or claim in any insolvency, administration, winding up or liquidation proceedings relating to any person before claiming from it under this Deed. This waiver applies irrespective of any law or any provision of any document or Security to the contrary.

Appropriations

- 16.11 Until all the Secured Liabilities, and all amounts which may be or become due and payable in respect of the Secured Liabilities, have been irrevocably paid, performed and discharged in full, the Lender may:

16.11.1 without affecting the liability of the Chargor under this Deed:

- (a) refrain from applying or enforcing any other moneys, Security or rights held or received by it in respect of the Secured Liabilities; or
- (b) apply and enforce the same in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and the Chargor shall not be entitled to direct the appropriation of any such moneys, Security or rights or to enjoy the benefit of the same; and/or

16.11.2 hold in a suspense account any moneys received from or on behalf of the Chargor in respect of the Secured Liabilities. Amounts standing to the credit of any such suspense account shall bear interest at a rate considered by the Lender to be a fair market rate.

Deferral of Chargor's Rights

- 16.12 Until all the Secured Liabilities, and all amounts which may be or become due and payable in respect of the Secured Liabilities, have been irrevocably paid, performed or discharged in full and unless the Lender otherwise directs, the Chargor shall not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising under, this Deed:

16.12.1 to be indemnified by the Obligors or any other person;

16.12.2 to claim any contribution from any other guarantor of the Obligors' or any other person's obligations under any document;

16.12.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under any document, guarantee or Security taken pursuant to, or in connection with, any document or guarantee;

16.12.4 to bring legal or other proceedings for an order requiring the Obligors or any other person to make any payment, or perform any obligation, in respect of which the Chargor has given an undertaking or indemnity under this Deed;

- 16.12.5 to exercise any right of set-off against the Obligors or any other person; and/or
- 16.12.6 to claim or prove as a creditor of the Obligors or any other person or in its estate in competition with the Lender.
- 16.13 The rights of the Lender under clause 16.12 above shall be free from any right of quasi-retainer or other rule or principle of fund ascertainment arising either at law or in equity.
- 16.14 If the Chargor receives any benefit, payment or distribution in relation to any rights referred to in clause 16.12 above, it shall hold that benefit, payment or distribution to the extent necessary to enable all the Secured Liabilities, and all amounts which may be or become due and payable in respect of the Secured Liabilities, to be repaid in full on trust for the Lender and shall promptly pay or transfer the same to the Lender or as the Lender may direct for application in accordance with clause 12.1 (*Application of Proceeds*).

No Security held by Chargor

- 16.15 The Chargor shall not take or receive any Security from the Obligors or any other person in connection with the Secured Liabilities. However, if any such Security is so taken or received by the Chargor:
- 16.15.1 it shall be held by the Chargor on trust for the Lender, together with all moneys at any time received or held in respect of such Security, for application in or towards payment and discharge of the Secured Liabilities; and
- 16.15.2 on demand by the Lender, the Chargor shall promptly transfer, assign or pay to the Lender all Security and all moneys from time to time held on trust by the Chargor under this clause 16.15.

17. RELEASE

At the end of the Security Period, the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release its Security Assets from this Security.

18. GOVERNING LAW

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

19. ENFORCEMENT

Jurisdiction

- 19.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "Dispute").
- 19.2 The Chargor agrees that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly it will not argue to the contrary or take proceedings relating to a Dispute in any other courts.
- 19.3 Clauses 19.1 and 19.2 above are for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been executed and delivered as a deed on the date stated at the beginning of this Deed.

SIGNATORIES

THE CHARGOR

Executed as a deed by)
FIRMDALE HOLDINGS LIMITED)
on being signed by: John Gray)
.....)
in the presence of:) Director

Signature of witness:

Name: Henry Braithwaite

Address: UNDERWOOD SOLICITORS LLP
.....

Occupation: Trainee Solicitor

THE LENDER

COUTTS & COMPANY

By:

SIGNATORIES

THE CHARGOR

Executed as a deed by)
FIRMDALE HOLDINGS LIMITED)
on being signed by:)
.....) Director
in the presence of:)

Signature of witness:

Name:

Address:

Occupation:

THE LENDER

COUTTS & COMPANY

By: 