

MR01

Particulars of a charge

381282/13



A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

You **must** enclose a certified copy of the instrument with this form. This must be scanned and placed on the public record

THURSDAY



A39 05/12/2013 #298  
COMPANIES HOUSE

**1 Company details**

Company number 0 4 9 5 0 5 5 7

Company name in full Abbeycross UK 1 Limited

3 For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date d0 d2 m1 m2 y2 y0 y1 y3

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name The Governor and Company of the Bank of Ireland

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# MR01

## Particulars of a charge

<b>4</b>	<b>Description</b>	
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security	<b>Continuation page</b> Please use a continuation page if you need to enter more details
<b>Description</b>	<p>All rent and other sums, present or future, owing to Abbeycross UK 1 Limited and Abbeycross UK 2 Limited by any person under the following occupational lease (including any penalties, fines or interest relating to any taxes on such rent, but excluding all amounts payable in respect of insurance, insurance rents, service charges and such taxes and any other running costs):</p> <p><b>Property.</b> Unit 2, Royston Business Park, Royston</p> <p><b>Date of Lease:</b> 25 November 2003</p> <p><b>Parties to Lease:</b> (1) Abbeycross UK 1 Limited and Abbeycross UK 2 Limited, (2) Hamleys of London Limited and (3) The Hamleys Group Limited</p> <p><b>Term of Lease:</b> 25 years</p> <p><b>Land Registry Title Number</b> HD425461</p>	
<b>5</b>	<b>Fixed charge or fixed security</b>	
	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
<b>6</b>	<b>Floating charge</b>	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
<b>7</b>	<b>Negative Pledge</b>	
	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	

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Particulars of a charge

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

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**Signature**

Please sign the form here

Signature

Signature

X *DLA Piper UK LLP*

X

This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge



**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name Faith James

Company name DLA Piper UK LLP

Address Princes Exchange

Princes Square

LEEDS

Post town

County/Region

Postcode L S 1 4 B Y

Country

DX DX: 12017 LEEDS 1

Telephone 0113 369 2039



**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



**Important information**

**Please note that all information on this form will appear on the public record.**



**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House'



**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales.**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4950557

Charge code: 0495 0557 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd December 2013 and created by ABBEYCROSS UK 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th December 2013

DT.

Given at Companies House, Cardiff on 10th December 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## This Legal Assignment of Rent

made the 2nd December 2013  
made the ☐ ☐ (day) of the ☐ ☐ (month) ☐ ☐ ☐ (year)

BETWEEN

(1) ABBEYCROSS UK 1 LIMITED AND ABBEYCROSS UK 2 LIMITED

(hereinafter called "The Assignor" which expression where the context so admits shall include each person named above jointly and severally, and persons deriving title under them, and the covenant in Clause 1 below and the remaining covenants assignments and provisions hereof express and implicit shall extend and apply to any monies owing by any one or more of such parties to each of the Secured Parties whether solely or jointly with any other of the parties or with any other person)

(2) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

of PO Box 27, ONE TEMPLE QUAY, BRISTOL, BS99 7AX

(hereinafter called "the Bank" which expression where the context so admits shall include the person for the time being deriving title under it and its assigns) as security trustee for each of The Governor and Company of the Bank of Ireland and Bank of Ireland (UK) PLC to the extent that any monies or obligations are owed to them (together the "Secured Parties" and each a "Secured Party" which expressions where the context so admits shall include the person for the time being deriving title under it and its assigns)

WHEREAS

- (A) The Assignor has already been granted, or may hereafter be granted, facilities from time to time by one or both of the Secured Parties in some one or other of the modes in which bankers grant facilities to their customers or others and/or is now or may hereafter become indebted to the Secured Parties by other means
- (B) It has been agreed between the Assignor and the Bank that all monies now owing, or which shall hereafter become owing, on a general balance of account or otherwise from the Assignor to the Secured Parties with interest, costs and charges shall be secured in the manner and upon the terms hereinafter appearing

NOW THIS DEED WITNESSETH AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:-

- 1 The Assignor hereby covenants on demand to pay to the Bank as trustee for the Secured Parties all monies and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to each of the Secured Parties by the Assignor in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including, without limitation, all liabilities in connection with foreign exchange transactions, treasury transactions, (including, without limitation, interest rate and currency hedging) and other derivatives transactions, accepting, endorsing or discounting any notes or bills, or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by a Secured Party for or at the request of the Assignor and all amounts which may become payable or for which the Assignor may become liable under this Assignment and together with interest to date of payment as hereinafter provided, commission, fees and other charges and all legal and other costs, charges and expenses incurred by either Secured Party or any receiver in relation to the Assignor or the Rent (as defined in Clause 4 hereof) on a full indemnity basis and also all losses and damages that may be sustained, suffered or incurred by either Secured Party arising out of or in connection with any act, matter or thing done or omitted to be done by the Assignor under this Assignment or any document, arrangement or agreement between the Assignor and either Secured Party or any disclaimer of any of the Assignor's contracts, agreements or arrangements or any of

the Assignor's liabilities or obligations to either Secured Party, and also interest on the foregoing to the date of payment

- 2 (1) A demand for payment of the monies hereby secured may be made in writing on behalf of a Secured Party by any Director, Secretary, Manager or other officer of the Bank or by any solicitor on behalf of the Bank, and such demand in case of monies due or owing on current account may be made at any time and in other cases may be made when or at any time after a Secured Party becomes entitled to call for payment of the monies and separate demands may be made in respect of separate accounts at different times
- (2) Any notice or demand to be given or made by or to the Bank or the Assignor hereunder shall be deemed to have been properly given or made if delivered personally or if sent by pre-paid post to the last known address of the party to be served or to such other address as the Bank or the Assignor respectively may notify in writing to the other or to its registered office or to any one of its principal places of business for the time being
- (3) Any notice or demand which is sent by pre-paid post shall be deemed to have been properly served on the addressee at the time at which it would have been delivered in the ordinary course of post notwithstanding that it shall be undelivered or returned undelivered and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted
- 3 The monies hereby secured shall, unless otherwise specified in this Assignment or agreed between the Assignor and the relevant Secured Party in writing, bear interest (as well after as before any demand made, judgement obtained or liquidation administration or bankruptcy of the Assignor) calculated at the rate and in the manner for the time being applicable to the relative account or accounts at the Branch or Department of the relevant Secured Party at which the account or accounts is or are maintained. A certificate signed by an officer of the Branch or Department of the relevant Secured Party at which the relative account is maintained stating the rate of interest applicable to the said account shall in the absence of manifest error be conclusive evidence against the Assignor of the rate and manner of calculation of interest applicable to the relative account at the said Branch or Department from time to time
- 4 The Assignor hereby assigns with full title guarantee and by way of absolute legal assignment as a continuing security for the payment to the Bank as trustee for the Secured Parties of all monies hereby agreed to be paid (including any expenses and Assignments arising out of or in connection with the acts or matters referred to in Clause 11 hereof) and for the discharge of all obligations and liabilities hereinbefore mentioned, all the right, title, interest and benefit of the Assignor in and to the Rent described in the First Schedule hereto (together, the "Rent")

The assignment hereby created is an absolute assignment for the purposes of Section 136 of the Law of Property Act 1925 and is not made by way of charge only
- 5 The Assignor shall at its own expense promptly give notice of assignment (in the form set out in Part 1 of The Fifth Schedule hereto) of the Rent to each relevant tenant and shall use its reasonable endeavours to procure that the relevant tenant executes and delivers to the Bank the acknowledgement of notice in the form set out in Part 2 of The Fifth Schedule hereto
- 6 (1) Without prejudice to the generality of Clauses 1 and 4 hereof this Assignment is made for securing a current account and/or other further advances including re-advances and each Secured Party will make further advances as provided for in any agreement between the Assignor and such Secured Party from time to time but not otherwise
- (2) The Assignments, covenants and provisions contained in this Assignment shall remain in full force and effect as continuing securities to the Bank as trustee for the Secured Parties notwithstanding any settlement of account or the existence at any time of a credit balance on any current or other account or other act, event or matter whatsoever, except only the execution by the Bank under seal of an absolute

and unconditional release or the execution by or on behalf of the Bank of a receipt for all (and not part only) of the monies hereby secured, and this Assignment is in addition to and shall not merge with or otherwise prejudice or affect any contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security (whether created by the Rent of documents or otherwise) now or hereafter held by or available to the Bank or the Secured Parties and shall not be in any way prejudiced or affected thereby or by the invalidity thereof or by the Bank or either Secured Party now or hereafter dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any of the same or any rights which it may now or hereafter have or by giving time for payment or indulgence or compounding with any other person liable

- 7 The Assignor warrants to the Bank that it is absolutely entitled to all of the Rent owned by it as at the date of this Assignment free from all security interests and claims whatsoever
- 8 The Assignor (if the Assignor is a company or a limited liability partnership) covenants with and represents to the Bank that
  - (1) *powers and authorisations* the documents which contain or establish the Assignor's constitution include provisions which give power, and all necessary corporate authority has been obtained and action taken, for the Assignor to grant the assignments contained in this Assignment and execute and deliver, and perform the covenants and obligations contained in this Assignment and this Assignment constitutes valid and binding obligations of the Assignor enforceable in accordance with its terms,
  - (2) *non-violation* neither the execution and delivery of this Assignment nor the performance of any of the covenants contained in it does or will contravene or constitute a default under, or cause to be exceeded any limitation on it or the powers of its directors imposed by or contained in (i) any law by which it or any of its assets is bound or affected, (ii) any document which contains or establishes its constitution, or (iii) any agreement to which it is a party or by which any of its assets is bound
- 9 (1) The Assignor hereby covenants with the Bank that during the continuance of this security the Assignor will at all times -
  - (a) except with the prior written consent of the Bank -
    - (i) not create or attempt to create or permit to subsist upon the Rent any mortgage, debenture, pledge or charge upon or permit any lien right of set off or other security interest or encumbrance whatsoever to arise on or affect any part of the Rent ranking either in priority to or *pari passu* with the assignment hereby created or which will rank after the assignment contained in the Assignment save in each case for any of the same created or arising in favour of a Secured Party,
    - (ii) not transfer, sell, lease, assign or otherwise dispose of any interest in the Rent or any part thereof nor attempt or agree so to do,
    - (iii) not permit or agree to any variation of the rights attaching to the whole or any part of the Rent (including, without limitation, any occupational leases),
    - (iv) not during the currency of the appointment of any receiver do anything which the receiver is entitled to do (whether under this Assignment, at common law, by statute or otherwise),
    - (v) not exercise any option or power to break, terminate, renew or extend any occupational lease,
    - (vi) not accept or agree to accept any surrender or any occupational lease, and
    - (vii) not grant any consent or licence as lessor or grantor under any occupational lease,



- (b) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Bank and the Secured Parties of the security hereby assigned,
- (c) promptly upon request by the Bank deposit with the Bank all deeds, certificates and documents of title relating to the Rent (including, without limitation, any occupational leases) and comply in all respects with the terms of such deeds, certificates and documents of title relating to the Rent (including, without limitation, any occupational leases),
- (d) procure that each relevant tenant shall pay all Rent due to the Assignor by such tenant into an account with the Bank specified for such purpose on the due date for payment of such Rent, without set-off, counterclaim, restriction or condition and free and clear of, and without deduction or withholding for, or on account of, any taxes,
- (e) hold any Rent it receives on trust for the Bank until it pays such Rent into an account with the Bank specified for such purpose,
- (f) comply with all requirements of any authority, all obligations under any statute and all byelaws and regulations relating to the whole or any part of the Rent,
- (g) comply with all restrictive and other covenants and obligations, however arising, to be performed by it as lessor under any occupational lease,
- (h) enforce all restrictive and other covenants and obligations, however arising, owed to it as lessor under any occupational lease, and
- (i) comply with any provisions contained in any occupational lease for the review of the Rent thereby reserved and, except with the prior written consent of the Bank, shall not settle or agree to settle any such rent review

observe and perform the further covenants and provisions (if any) specified in the Fourth Schedule

- (2) If the Assignor for any reason fails to observe or punctually perform any of its obligations under this Assignment, the Bank shall have power on behalf of the Assignor or otherwise to perform the obligation and to take any steps which the Bank in its absolute discretion considers appropriate to remedy the failure but so that the exercise of that power or the failure to exercise it shall in no circumstances prejudice the Bank's rights under Clause 14 and any costs, charges and expenses incurred by the Bank or any receiver in so doing (in each case on the basis of a full, complete and unqualified indemnity) shall be paid to the Bank on demand and all monies so expended and costs, charges and expenses so incurred by the Bank shall form part of the indebtedness hereby secured
- 10 (1) The monies hereby secured shall become due for the purposes of section 101 of the Law of Property Act 1925 (hereinafter called "the Act") immediately after the execution of this Assignment
- (2) Section 103 of the Act shall not apply to this security and the statutory power of sale and of appointing a receiver (as varied and extended in accordance with this Assignment) shall as between the Bank and a purchaser from the Bank arise and be exercisable at any time after the date of this Assignment, provided that the Bank shall not exercise any of the said powers until payment of the whole or any part of the monies hereby secured has been demanded
  - (3) The power of sale and the incidental powers conferred by section 101 of the Act are hereby extended and varied to authorise the Bank at its absolute discretion to exercise all or any of the powers set out in the Second Schedule hereto
  - (4) For the avoidance of doubt (but without prejudice to any other rights of the Bank whether at common law, by statute or otherwise) the Bank may in its absolute discretion without notice to the Assignor transfer,

assign or otherwise deal with this Assignment (and the assignment or assignments thereby created) and all or any of its rights thereunder and any deed or document entered into collaterally thereto whether at law or in equity and the Assignor hereby -

- (a) consents to any such transfer, assignment or dealing and agrees that upon any transfer, assignment or dealing it shall be bound to such person (to the extent of such transfer, assignment or dealing) in like manner and to like extent as he is bound to the Bank under this Assignment (and the assignment or assignments hereby created) and every reference to the Bank shall be construed as including such person, and
  - (b) consents to the Bank passing to such person or other party interested in this Assignment any information and documents which have been or will be provided relating to the Rent or the Assignor
- 11 (1) At any time after any of the monies hereby secured become payable or if requested by the Assignor or (if the Assignor shall be a company incorporated under the Companies Act) upon the taking by any person of any step towards the appointment of an administrator of the Assignor any assignment created by this Assignment shall be enforceable and the Bank may appoint in writing or by deed any person or persons including an officer or officers of the Bank to be an administrative receiver (to the extent that the law allows), a receiver or receiver and manager (hereinafter called "the Receiver" which expression shall where the context so admits include the plural and any substitute receiver or receiver and manager) of all or any part of the Rent and in the case of an appointment of more than one person, to act together or independently of the other or others and the Bank may in writing or by deed remove the Receiver and appoint another in his place and the Bank may also in writing or by deed appoint another receiver if the Receiver resigns or is otherwise unable to act and the Bank may apply to the court for an order removing an administrative receiver
- (2) The exclusion of any part of the Rent from the appointment of the Receiver shall not preclude the Bank from subsequently extending his appointment (or that of the Receiver replacing him) to that part or appointing another receiver over any other part of the Rent
- (3) The Receiver shall also as far as the law permits be the agent of the Assignor and (subject to the Insolvency Act 1986) the Assignor alone shall be responsible for his acts and defaults and liable on any contracts or engagements made or entered into by him and the Bank shall be in no way responsible for any liability in connection with his contracts, engagements, acts, omissions, misconduct, negligence or default and if a liquidator of the Assignor shall be appointed the Receiver shall act as principal and not as agent for the Bank
- (4) Subject to section 36 of the Insolvency Act 1986, the remuneration of the Receiver may be fixed by the Bank (and may be or include a commission calculated by reference to the gross amount of all money received or otherwise and may include remuneration in connection with claims, actions or proceedings made or brought against the Receiver by the Assignor or any other person or the performance or discharge of any obligation imposed upon him by statute or otherwise) but shall be payable by the Assignor alone and the amount of such remuneration may be debited by the Bank to any account of the Assignor but shall in any event form part of the indebtedness hereby secured on the Rent pursuant to the assignments contained in this Assignment
- (5) The Receiver shall at his absolute discretion be entitled to exercise the powers conferred by the Act and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and, in addition to any powers conferred on an administrative receiver, receiver or receiver and manager by statute or common law and without prejudice to the generality of the foregoing, the powers set out in the Third Schedule hereto
- (6) All monies arising from the exercise of the powers of the Receiver or the Bank and all other monies received by the Receiver or the Bank after the monies hereby secured become payable ("the Received

Amounts") shall be applied, subject to any claims ranking in priority to those of the Bank under this Assignment, in or towards discharging in the following order of priority -

- (a) the amount of all costs, Assignments, expenses and liabilities paid, incurred or charged by the Bank or the Receiver in connection with or as a result of the exercise of their respective powers, including the remuneration of the Receiver, and in the case of the Receiver the costs, charges and expenses of and incidental to his appointment or otherwise in relation to this Assignment in such order as the Receiver or the Bank may from time to time determine,
  - (b) in or towards satisfaction of the monies outstanding to the Secured Parties and secured by this Deed in such order as the Bank as trustee for the Secured Parties may from time to time determine, and
  - (c) the claims of those entitled to any surplus
- (7) If any of the monies secured by this Assignment are not outstanding at the time of receipt by the Receiver or the Bank of the Received Amounts, the Receiver or the Bank, whenever they consider it reasonable so to do, may credit any of the Received Amounts to any suspense or impersonal account for so long as they may think fit pending the application of the Received Amounts, together with any interest accrued thereon, in or towards satisfaction of any such monies. The Bank shall, on behalf of the relevant Secured Party, make such arrangements as regards waiver of interest payable on such monies pursuant to Clause 3 as the Bank may in its absolute discretion consider reasonable
- (8) Section 109(6) and (8) of the Act (application of monies received by Receiver) shall not apply in relation to a Receiver appointed under the foregoing provisions of this Clause
- 12 (1) No purchaser from, or other person dealing with, the Bank and/or the Receiver shall be concerned to enquire whether any of the powers which they have exercised or purported to exercise has arisen or become exercisable, or whether the monies secured under this Assignment remain outstanding, or whether any case has happened to authorise the Receiver to act or as to the propriety or validity of the exercise or purported exercise of any such power, and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters
- (2) The receipt of the Bank or the Receiver shall be an absolute and a conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Bank or the Receiver
- (3) In sub-Clauses (1) and (2), "purchaser" includes any person acquiring, for money or money's worth, any lease of, or security interest over, or any other interest or right whatsoever in relation to, the Rent
- 13 (1) Neither the Bank, nor any Secured Party nor the Receiver nor any of their respective officers shall be liable in respect of any loss or damage (howsoever caused) which arises out of the exercise, or the attempted or purported exercise of, or the failure to exercise any of, their respective powers
- (2) Without prejudice to the generality of sub-Clause (1) of this Clause, entry into possession of the Rent shall not render the Bank or the Receiver liable to account as mortgagee in possession; and if and so often as the Bank enters into possession of the Rent it shall be entitled at any time at its pleasure to go out of such possession
- 14 (1) The Assignor further covenants with the Bank fully to indemnify the Bank, each Secured Party and the Receiver and any of their respective officers on an after tax basis against all claims, proceedings, liabilities, costs (including legal costs), charges and expenses which the Bank, any Secured Party or the Receiver or any of their respective officers may incur (in the case of the Bank and the Secured Parties and any of their respective officers, whether before or after any of the monies hereby secured become payable) -

- (a) in consequence of anything done or purported to be done or omitted to be done by the Bank, a Secured Party or the Receiver under this Assignment or any other document relating thereto or of any failure by the Assignor to comply with its obligations to the Bank thereunder or otherwise in connection therewith, or
  - (b) in consequence of any payment in respect of the monies hereby secured (whether made by the Assignor or a third person) being impeached, clawed-back or declared void for any reason whatsoever
- 15 (1) The Assignor further covenants with the Bank from time to time (and, for the purposes mentioned in paragraph (a) below, notwithstanding that the Bank or a Secured Party may not have made a demand for payment of the monies hereby secured) upon demand to execute, at the Assignor's own cost, any document or do any act or thing which -
- (a) the Bank may specify for perfecting or improving any assignment or security created or intended to be created by this Assignment, or
  - (b) the Bank or the Receiver may specify with a view to facilitating the exercise, or the proposed exercise, of any of their powers or the protection, management or realisation of the Rent
- (2) For the purpose of securing the interest of the Bank in the Rent, and the performance of its obligations to the Bank and the Secured Parties, whether under this Assignment or otherwise, the Assignor irrevocably and by way of security appoints the Bank and the Receiver jointly and also severally to be its attorney and attorneys (with full power to appoint substitutes and to sub-delegate, including power to authorise the person so appointed to make further appointments, in both cases with regard to all or any part or parts of the Rent) on its behalf and in its name or otherwise, to execute any document or do any act or thing which the Assignors is obliged to the Bank or a Secured Party to execute or do, whether under this Assignment or otherwise, or which the Bank or the Receiver (or its substitute or delegate) may, in its or his absolute discretion, consider appropriate in connection with the exercise of any of the powers of the Bank or the Receiver, and without prejudice to the generality of its power to appoint substitutes and to sub-delegate, or to paragraph 7 of the Third Schedule hereto, the Bank may appoint the Receiver as its substitute or delegate and any person appointed the substitute of the Bank shall, in connection with the exercise of the said power of attorney, be the agent of the Assignor, and Clause 11(3) shall apply *mutatis mutandis*
- 16 Without prejudice to Clause 4, if the Bank or a Secured Party receives notice of any subsequent assignment, charge or other interest affecting any part of the property hereby assigned, the Bank or such Secured Party may open a new account or accounts with the Assignor, if the Bank or such Secured Party does not open a new account it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all payments made by the Assignor to the Bank or such Secured Party shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Assignor to the Bank or such Secured Party at the time when it received notice
- 17 If the Assignor shall have more than one account with the Bank or a Secured Party it shall be lawful for the Bank or such Secured Party at any time and without any prior notice in that behalf forthwith to transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit but the Bank or such Secured Party shall notify the Assignor of the transfer having been made
- 18 This security is in addition to, and shall not operate as a merger or defeasance of, any prior Assignment or estate, legal or equitable, lien, guarantee or security of the Bank or a Secured Party as regards the Assignor or any other person in respect of the monies hereby secured
- 19 The restriction on the rights of consolidating mortgage securities which is contained in section 93 of the Act shall not apply to this security
- 20 Unless otherwise agreed by the parties in writing and subject to the provisions of Clause 5(1) neither Secured

Party shall be required to make or continue advances or grant any facility to the Assignor on any account or accounts or by way of general banking facilities otherwise than at that Secured Party's discretion and unless otherwise agreed as aforesaid each Secured Party will always be at liberty to stop making any advances and granting any other accommodation at any time without previous notice and without assigning any reason

- 21 The Bank or any Secured Party shall be at liberty from time to time without discharging or in any way affecting the security hereby created to give time or other indulgence to refrain from perfecting or enforcing any security or guarantee or rights which it may now or hereafter have against any persons liable on any bill, note or other security or for whom the Assignor is a surety
- 22 The waiver by the Bank of any breach of any term of this Assignment shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach and any failure to exercise or any delay in exercising any of the Bank's rights under this Assignment shall not operate as a waiver or variation of that or any other further exercise of that or any other such right
- 23 The powers which this Assignment confers on the Bank and the Receiver are cumulative, without prejudice to their respective powers under the general law, and may be exercised as often as the Bank or the Receiver thinks appropriate, the Bank or the Receiver may, in connection with the exercise of their powers, join or concur with any person in any transaction, scheme or arrangement whatsoever, and the Assignor acknowledges that the respective powers of the Bank and the Receiver shall in no circumstances whatsoever be suspended, waived or otherwise prejudiced by anything other than an express waiver or variation in writing
- 24
  - (1) All costs, charges and expenses incurred hereunder by the Bank or the Receiver and all other monies paid by the Bank or the Receiver in perfecting or otherwise in connection with this security, or in respect of the Rent, including (without prejudice to the generality of the foregoing) all monies expended by the Bank under Clause 9(2) hereof and all costs of the Bank or the Receiver of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the monies hereby secured including, without limitation, any costs of the Bank or the Receiver in defending any action where a third party impugned the title to the Rent, shall be recoverable from the Assignor on a full indemnity basis as a debt and shall be charged on the Rent and the Assignment hereby conferred shall be in addition and without prejudice to any and every other remedy, lien or security which the Bank or the Receiver may have or but for the said assignment would have for the monies hereby secured or any part thereof.
  - (2) The amounts payable by the Assignor under sub-Clause (1) above shall carry interest (as well after as before judgement) at the rate of 3 per cent above the Base Rate of the Bank for the time being from the date on which they were paid or incurred by the Bank or the Receiver (as the case may require) and such amounts and interest may be debited by the Bank to any account of the Assignor, but shall, in any event, form part of the amounts hereby secured and accordingly be secured on the Rent under the Assignments contained in this Assignment
- 25 All sums of whatsoever nature which are payable by the Assignor under this Assignment and which are now or at any time hereafter become subject to Valued Added Tax or any similar tax shall be deemed to be exclusive of Value Added Tax or any similar tax and the Assignor in addition to such sums will indemnify the Bank from and against all claims and liabilities whatsoever in respect thereof
- 26 For the purpose of giving effect to this Assignment, the Assignor hereby declares that, as and when the assignments contained in this Assignment shall become enforceable or a demand for payment of the amounts secured under this Assignment has been made, it will hold all of the Rent (subject to the right of redemption) upon trust to convey, assign or otherwise deal with the Rent in such manner and to such person as the Bank shall direct and declares that it will be lawful for the Bank to appoint a new trustee or trustees of the Rent in place of the Assignor
- 27
  - (1) If there are any security interests having priority to the Assignments contained in this Assignment in respect of all or any part of the Rent then -

- (a) if any proceedings or steps are being taken to exercise or enforce any powers or remedies conferred by such prior security interest against the Rent, the Bank, a Secured Party or any Receiver may (but without prejudice to any rights the Bank or the Receiver may have under Statute) redeem such prior security interest or procure the transfer thereof to itself or himself, as the case may be, and may settle and pass the accounts of the prior security interest and any account so settled and passed shall be conclusive and binding on the Assignor and the principal, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid to the Bank on demand with interest in accordance with Clause 3 and, until payment, the Rent shall stand charged with the amount to be paid, and
- (b) all the powers, authorities and discretions conferred by a prior security interest upon the charge/assignee or any Receiver thereunder shall be exercisable by the Bank or a Receiver in like manner as if the same were expressly included herein and the Bank shall be entitled to exercise all the powers, authorities and discretions of an Administrative Receiver, Receiver, Manager or Receiver and Manager appointed thereunder
- 28 This Assignment shall remain valid and enforceable notwithstanding any change in the name, composition or constitution of the Bank or any Secured Party or the Assignor or any amalgamation or consolidation by the Bank or any Secured Party or the Assignor with any other corporation.
- 29 No assurance, security or payment which may be avoided or adjusted under the law, including under any enactment relating to bankruptcy or insolvency and no release, settlement or discharge given or made by the Bank on the faith of any such assurance, security or payment, shall prejudice or affect the right of the Bank to recover the amounts secured under this Assignment from the Assignor (including any monies which it may be compelled to pay or refund under the provisions of the Insolvency Act 1986 and any costs payable by it pursuant to or otherwise incurred in connection therewith) or to enforce the assignments contained in this Assignment to the full extent of the amounts secured hereunder
- 30 If the Bank shall have reasonable grounds in its absolute discretion for believing that the Assignor may be insolvent or deemed to be insolvent pursuant to the provisions of the Insolvency Act 1986 as at the date of any payment made by the Assignor to the Bank or a Secured Party, the Bank shall be at liberty to retain the assignments contained in or created pursuant to this Assignment for a period of twenty-five calendar months after the payment and discharge in full of all secured amounts notwithstanding any release, settlement, discharge or arrangement which may be given or made by the Bank or such Secured Party on or as a consequence of, such payment or discharge of liability provided that, if at any time within the period of twenty-five calendar months after such payment or discharge, a petition shall be presented to a competent Court for an order for the winding-up or the making of an administration order in respect of the Assignor, or the Assignor shall commence to be wound-up or to go into administration or any analogous proceedings shall be commenced by or against the Assignor, the Bank shall be at liberty to continue to retain such security for such further period as the Bank may determine and such security shall be deemed to have continued to have been held as security for the payment and discharge to the Bank and the Secured Parties of all secured amounts.
- 31 Subject to Clauses 29 and 30 hereof, upon irrevocable discharge in full of all monies hereby agreed to be paid, the Bank shall, at the Assignor's cost, re-assign to the Assignor in so far as is necessary all of the Assignor's rights, title, interest and benefit in and to the Rent.
- 32 If under any applicable law, whether as a result of a Judgement against the Assignor or the liquidation of the Assignor or for any other reason, any payment under or in connection with this Assignment is made or any amount is received or recovered by the Bank in respect of the amounts secured under this Assignment in a currency (the "other currency") other than the currency in which the amounts secured hereunder are payable (the "original currency"), then to the extent that the payment to or receipt by the Bank or relevant Secured Party (when converted at the rate of exchange on the date of payment or receipt) falls short of the whole of the amounts secured the Assignor shall as a separate and independent obligation fully indemnify the Bank against the amount of the shortfall, and for the purposes of this Clause, "rate of exchange" means the rate at which the Bank is able on the relevant date to purchase the original currency in London with the other currency

- 33 If the Assignor fails to pay or discharge any part of the amounts secured when due, the Bank from time to time may purchase an amount of the currency in which such sum is due with any other currency or currencies and the Assignor's obligation thereafter shall be to pay to the Bank the amount of the other currency or currencies so used for that purchase
- 34 This Assignment and any non-contractual obligations connected with it are governed by, and this Assignment shall be construed in accordance with, the laws of England
- 35 (1) In this Assignment, reference to a statutory enactment shall be construed as a reference to that enactment as amended or re-enacted from time to time. If there are two or more persons comprised in the Assignor all covenants herein contained or implied on the part of the Assignor shall be deemed to be joint and several covenants on their part and the covenant in Clause 1 hereof and the remaining covenants, Assignments and provisions hereof shall extend and apply to any monies owing by any one or more of such parties to each of the Secured Parties whether solely or jointly with any other of the parties or with any other person and references to the Assignor in relation to the retirement of bills shall mean and include any one or more of such parties as well as such parties jointly
- (2) The provisions (if any) set out in the Fourth Schedule shall have effect
- 36 (1) The rights conferred on a Receiver or on each officer of the Bank or a Receiver under clauses 13, 14 and 24 are enforceable by each of them under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act")
- (2) With the exception of each Secured Party, no other term of this Assignment is enforceable under the Third Parties Act by anyone who is not a party to this Assignment
- (3) The parties to this Assignment may terminate this Assignment or vary any of its terms without the consent of any third party. However, they may not terminate this Assignment or vary any of its terms if this would have the effect of terminating or adversely affecting the rights of a Receiver under this Assignment without its consent, but only to the extent that it has notified the Bank that it intends to enforce that clause at the time of the termination or variation


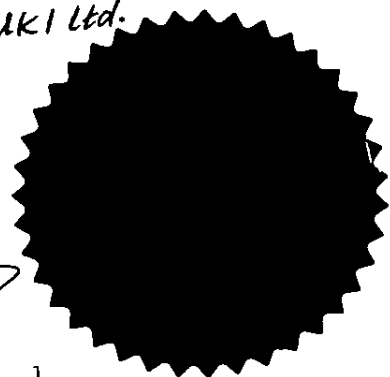

AS WITNESS this Assignment has been executed by the respective parties

EXECUTED AS A DEED by affixing the Common Seal of *Abbeycross UK Ltd.*

in the presence of -

Signature of director

Signature of [director][secretary]

~~SIGNED AS A DEED by [Abbeycross UK Ltd.]~~

in the presence of -

Signature of witness



Name (in block capitals) *HELEN YAO THOMPSON*

Address

*3, RUE AMI-LULLIN  
CASE POSTALE 3023  
1211 GENÈVE 3*

EXECUTED AS A DEED by affixing  
the Common Seal of

Bank of Ireland  UK

SIGNED AS A DEED ~~by~~ ABBEYCRROSS UK 2 LIMITED

in the presence of -

Signature of witness

*Helen*

Name (in block capitals) HELEN YAO THOMPSON Director

Address

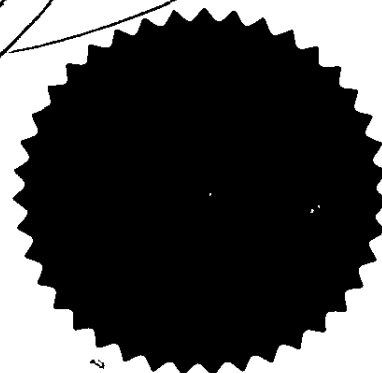
3, RUE AMI-LULLIN  
CASE POSTALE 3023  
1211 GENÈVE 3

Signature  
of

*[Handwritten signature]*

SIGNED BY

For and on behalf of THE GOVERNOR AND  
COMPANY OF THE BANK OF IRELAND





THE FIRST SCHEDULE

The Rent

All rent and other sums, present or future, owing to the Assignor by any person under the following occupational lease or licence (including any penalties, fines or interest relating to any taxes on such rent, but excluding all amounts payable in respect of insurance, insurance rents, service charges and such taxes and any other running costs)

Property	• UNIT 2, ROYSTON BUSINESS PARK, ROYSTON,
Date of Lease / <del>Licence</del>	• 25 NOVEMBER 2003
Parties to Lease / <del>Licence</del>	• THE ASSIGNOR, HAMLEYS OF LONDON LIMITED AND THE HAMLEYS GROUP LIMITED
Term of Lease / Licence	• 25 YEARS
Land Registry title number (if any)	• HD425461

THE SECOND SCHEDULE

The Bank's Powers

- 1 To apply or transfer as the Bank in its absolute discretion thinks fit all or any part of the Rent in or towards the payment or discharge of all monies hereby agreed to be paid,
- 2 To sell or otherwise dispose of all or any part of the Rent,
- 3 To receive all or any money payable in respect of or in connection with the Rent,
- 4 To negotiate, compromise and/or agree any dispute arising out of the Rent,
- 5 To set-off at any time without notice or further demand, the Rent or any other sums standing to the credit of any one or more accounts in the name of the Bank or of the Assignor jointly with others (whether current, Rent, loan or of any other nature whatsoever and whether subject to notice or not and whether in sterling or in any other currency) in or towards the payment and discharge of all monies hereby agreed to be paid,
- 6 With a view to, or in connection with the Rent, to carry out any transaction, scheme or arrangement which the Bank may, in its absolute discretion, consider appropriate, and
- 7 To do all or any of the things or exercise all or any of the powers (*mutatis mutandis*) which are mentioned or referred to in the Third Schedule hereto (Receiver's powers) and which may not be included in paragraphs 1 to 6 above,

AND to do so whether or not the Bank is in possession of the Rent, and whether or not a Receiver has been appointed by it under its statutory power and is acting

**THE THIRD SCHEDULE**

**The Receiver's Powers**

- 1 To take possession of, get in and collect the Rent,
- 2 To sell, exchange, license or otherwise dispose of or in any way whatsoever deal with the Rent for such consideration (if any), including shares, debentures, or any other securities whatsoever, and upon such terms as he may think fit, and to concur in any such transactions,
- 3 In connection with the exercise, or the proposed exercise, of any of his powers or in order to obtain payment of his remuneration (whether or not it is already due) to borrow or raise money from any person, including the Bank, without security or on the security of the Rent and generally on such terms as he may think fit,
4. To bring, defend, submit to arbitration, negotiate, compromise, abandon and settle any claims and proceedings concerning the Rent,
- 5 To transfer all or any of the Rent to any other company or body corporate, whether or not formed or acquired for the purpose
- 6 To do or cause or authorise to be done, any act or thing or to carry out or cause or authorise to be carried out any transaction, scheme or arrangement whatsoever, whether similar or not to any of the foregoing, in relation to the Rent which he may consider expedient as effectually as if he were solely and absolutely entitled to the Rent
- 7 In connection with the exercise of any of his powers, to execute or do, or cause or authorise to be executed or done, on behalf of or in the name of the Assignor or otherwise, as he may think fit, all documents, acts or things which he may consider appropriate,
- 8 To redeem, discharge or compromise any security interest from time to time having priority to or ranking *pari passu* with this Assignment,
- 9 To exercise any powers, discretions, voting, conversion or other rights or entitlements in relation to any of the Rent or incidental to the ownership of or rights in or to any Rent and to complete or effect any transaction entered into by the Assignor and complete, disclaim, abandon or modify all or any of the outstanding contracts or arrangements of the Assignor relating to or affecting the Rent
- 10 To exercise all powers as are described in Schedule 1 to the Insolvency Act 1986, whether or not the Receiver is an "administrative receiver" as defined in the Insolvency Act 1986,
- 11 Without any further consent by, or notice to the Assignor, exercise on its behalf, in respect of the Rent, all the powers and provisions conferred on a landlord or a tenant by any legislation in force relating to such Rent,
- 12 Make allowances to, and re-arrangements with, any person under any occupational lease or licence from whom the Rent and any profits may be receivable, and negotiate and agree, or refer to arbitration, any revision of the Rent under such occupational lease or licence in respect of which the Rent may fall to be reviewed and accept service of, or serve, any notice received or required or deemed desirable in connection with any such review or with the exercise of any option, and
- 13 To do all or any of the things or exercise all or any of the powers (*mutatis mutandis*) which are mentioned or referred to in the Second Schedule hereto (Bank's Powers) and which may not be included in paragraphs 1 to 12 above

**THE FOURTH SCHEDULE**

**Additional Covenants and Provisions**

THE FIFTH SCHEDULE

PART 1

Notice of Assignment

[TO BE TYPED ON THE HEADED NOTEPAPER OF THE COMPANY]

To [The Tenant]  
[Address]

Attention •

[Date]

Dear Sirs

**Premises at • (the "Property")**

We refer to a legal assignment of rent (the "Assignment") dated • made between us and • (the "Bank") by which all monies payable by yourselves by way of rent and other related payments under the [lease][licence] dated • between yourselves and ourselves has been assigned to the Bank by us (the "Rent")

We hereby give you notice that by the Assignment we assigned the Rent by way of absolute assignment to the Bank

Until further notice from the Bank please pay all the Rent to account number • in the name of • with [name of Bank], designated as •, or such other account as the Bank may notify to you in writing

Please acknowledge receipt of this notice by signing and delivering the attached acknowledgement to the Bank

This notice shall be governed by and construed in accordance with English law.

Yours faithfully

For and on behalf of  
[the Assignor]

**Warning:**

From the date of receipt of this notice you cannot obtain good discharge if you make any payment of Rent to the Bank. You will remain liable to the Bank for payment of Rent unless it is made in accordance with the provisions of this notice

**PART 2**

**Acknowledgement**

[TO BE TYPED ON THE HEADED NOTEPAPER OF THE TENANT]

To [The Assignor]  
[Address]

Attention •

[Date]

Dear Sirs

**Premises at • (the "Property")**

We confirm receipt from you of a notice dated • of an assignment of all Rent in relation to the Property (the "Notice") Expressions defined in the Notice shall have the same meanings in this letter

We confirm that we have not received notice of the interest of any third party to any of the Rent, including, without limitation, any assignment of any of the Rent, to any party other than the Bank

We have no right of set-off, counterclaim or other deduction against the Rent and we undertake to pay the Rent to the account specified in the Notice, (or, as the case may be, such other account notified to us) without set-off, counterclaim or any other deduction

This letter shall be governed by and construed in accordance with English law

Yours faithfully

For and on behalf of  
[the Tenant]

DATED the   (day) of th   (mo  h    (year)

BRANCH

TO  
THE GOVERNOR AND COMPANY  
OF THE  
BANK OF IRELAND  

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**LEGAL ASSIGNMENT OF RENT**

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## RELEASE AND REASSIGNMENT

This Release made the   (day) of the   (month)   (year) between the within-named The Governor and Company of the Bank of Ireland (the "Bank") (as security trustee for the Secured Parties as defined in the Assignment) of the one part and the within-named

of the other part WITNESS that the Bank as assignee hereby releases and reassigns ALL AND SINGULAR the property, now comprised in or assigned by the within-written Deed from all monies secured by and from all claims and demands under the within-written Deed As WITNESS this has been executed as a Deed the day and year first above written

Executed as a Deed under the Corporate  
Seal of The Governor and Company of  
the Bank of Ireland in the presence of