

MR01

Particulars of a charge

999087/13

Oyez

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

✓ **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
an instrument Use form MR08

FRIDAY



A19

A2CXTJ5S

19/07/2013

#257

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 will be scanned and placed on the public record

1 Company details

Company number 8 0 1 3 6 7 3

Company name in full Montclare Limited

0 0 0 1

For official use

Filing 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 0 9 0 7 2 0 1 3

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 Fairview New Homes (Properties) Limited

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

4

Description

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

Continuation page

Please use a continuation page if you need to enter more details

Description

Land at Claremont Road registered at the Land Registry under Title Number AGL245927 (in which the Company has a beneficial interest pursuant to an agreement to purchase dated 9 July 2013 and made between the Mayor and Burgesses of the London Borough of Barnet (1) and the Company (2))

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

MR01

Particulars of a charge

8

Trustee statement ⓘ

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)

9


Signature

Please sign the form here

Signature

Signature

X





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	Andrew Boulton
Company name	DAC Beachcroft LLP
Address	
100 Fetter Lane	
London	
Post town	
County/Region	
Postcode	E C 4 A 1 B N
Country	
DX	
Telephone	020 7894 6846

	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	
<input type="checkbox"/>	The company name and number match the information held on the public Register
<input type="checkbox"/>	You have included a certified copy of the instrument with this form
<input type="checkbox"/>	You have entered the date on which the charge was created
<input type="checkbox"/>	You have shown the names of persons entitled to the charge
<input type="checkbox"/>	You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
<input type="checkbox"/>	You have given a description in Section 4, if appropriate
<input type="checkbox"/>	You have signed the form
<input type="checkbox"/>	You have enclosed the correct fee
<input type="checkbox"/>	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 or email 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	



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8013673

Charge code: 0801 3673 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th July 2013 and created by MONTCLARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2013

8

Given at Companies House, Cardiff on 22nd July 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 9 July 2017/3 ✓

MONTCLARE LIMITED ✓

-and-

FAIRVIEW NEW HOMES (PROPERTIES) LIMITED ✓

DEBENTURE

We hereby certify this to be a
true and complete copy of the
original ✓

DAC Beachcroft LLP
DAC Beachcroft LLP

DEBENTURE

This Deed is made on

9 July

2017/3 ✓

Between

- (1) **MONTCLARE LIMITED** a company registered in England and Wales under number 8013673 whose registered office is at 35 Peter Street, Manchester M2 5BG (**Chargor**) and ✓
- (2) **FAIRVIEW NEW HOMES (PROPERTIES) LIMITED** a company registered in England and Wales under number 04622019 whose registered office is at 50 Lancaster Road, Enfield, Middlesex EN2 0BY ("**Chargee**") ✓

Background

- (A) The Chargor is the registered proprietor and the legal and beneficial owner of the Charged Assets
- (B) This Deed provides to the Chargee the security for the Secured Liabilities as herein defined

It is agreed

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires

Accounts means any account of the Chargor with any bank, financial institution or other person

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

Authorisation means an authorisation, consent, approval, resolution, licence, exemption, filing or registration

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

Charged Assets means all the undertaking, property and assets of the Chargor described in clause 3.1 (Fixed charge), clause 3.2 (Assignment) and clause 3.3 (Floating charge) including any part thereof and any interest therein

Collateral Instruments means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person

Debts means the assets of the Chargor described in clause 3.1(b) (x)

bug **Default Rate** the rate of per cent ~~19~~ 25¹/₄ per annum

Documents means any and all deeds, documents, contracts, agreements or other instruments to which the Chargor is a party or in respect of which the Chargor has any right title interest or benefit which relate to the acquisition of any interest in real property (each a **Document**)

Event of Default means the occurrence of any of the following events or circumstances

- a) any of the Secured Liabilities are not paid or discharged when the same ought to be paid or discharged by the Chargor (whether on demand, at scheduled maturity, or by acceleration or otherwise, as the case may be),
- b) the Chargor commits any material breach of any of the covenants or any other provisions of the Documents,
- c) the Chargor commits any material breach of any of the covenants or any other provisions of this Deed,
- d) any representation, warranty or statement made or deemed to be made by the Chargor under this Deed or any Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made,
- e) if an encumbrancer takes possession or exercises or attempts to exercise any power of sale or otherwise enforces its security or a receiver is appointed of the whole or any part of the undertaking property assets revenues or rights of the Chargor or if any Security now or hereafter created by the Chargor becomes enforceable,
- f) if the Chargor without the prior consent in writing of the Chargee ceases to carry on its business or any material part thereof,
- g) if any material part of the assets or revenues of the Chargor is nationalised compulsorily acquired seized or appropriated,
- h) if the Chargor
 - (i) becomes unable to pay its debts as they fall due (and/or the value of the Chargor's assets is less than the amount of its liabilities, taking into account the Chargor's contingent and prospective liabilities), or
 - (ii) commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness, or
 - (iii) makes a general assignment for the benefit of, or a composition with, its creditors,
- i) the Chargor passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any action is taken by any person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of it or of any or all of its revenues or assets,
- j) a distress, execution, attachment or other legal process is levied, or enforced on or sued against all or any part of the assets of the Chargor and remains undischarged for seven days, or
- k) any event occurs in relation to the Chargor that is analogous to those set out in paragraphs (h), (i) or (j)

Floating Charge Assets means the assets of the Chargor in clause 3.3 (Floating charge)

Holding Company means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary

Insurances means all contracts or policies of insurance in which the Chargor has an interest

Intellectual Property means

- a) any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests, whether registered or unregistered and
- b) the benefit of all applications and rights to use such assets of the Chargor

Investments means any shares, stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to, negotiable instruments, certificates of deposit, eligible debt securities, interests in collective investment schemes, or other investments referred to in section 22, and as defined in Part II of Schedule 2 of the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Chargor or by a trustee or clearance system or nominee

LPA means the Law of Property Act 1925

Material Adverse Effect means a material adverse effect on

- a) the business, assets or financial condition of the Chargor and/or
- b) the ability of the Chargor to perform any of its obligations under the Documents to which it is a party and/or
- c) the value or enforceability of the Security held by the Chargee in respect of the Secured Liabilities

Occupational Lease means any agreement for lease or licence or any occupational lease or licence to which a Property may be subject for the time being and in respect of which the Chargor is landlord or licensor

Party means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative

Permitted Security means

- a) any Security granted in favour of the Chargee
- b) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Chargor
- c) any netting or set-off arrangement entered into by the Chargor in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances
- d) any Security arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to the Chargor in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by the Chargor or
- e) any Security permitted by the Chargee in writing

Planning Acts means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and any regulations or subordinate legislation made (before or after this Deed) under those statutes and any other statute or regulation governing or controlling the use or development of land and buildings

Properties means the assets of the Chargor described in clauses 3 1a) and 3 1b)(i) (Fixed charge) now or hereafter vested in the Chargor together with all buildings, fixtures and fixed plant and machinery on such property, the proceeds of sale of the whole or any part of such property and all rights appurtenant to or benefiting any such property (each a **Property**)

Receiver means any one or more receivers and/or managers appointed by the Chargee pursuant to this Deed in respect of the Chargor or over all or any of the Charged Assets

Related Rights means in respect of any Investment

- a) all moneys paid or payable in respect of that Investment (whether as income, capital or otherwise)
- b) all shares, investments or other assets derived from that Investment and
- c) all rights derived from or incidental to that Investment

Rental Income means the aggregate of all amounts payable to, or for the benefit or account of, the Chargor in connection with the letting or permitted third party occupation or use of the whole or any part of a Property

Reservations means

- a) the principle that equitable remedies are remedies which may be granted or refused at the discretion of the court
- b) the limitation of enforcement by laws relating to bankruptcy, insolvency, liquidation, reorganisation, court schemes, moratoria, administration and other laws generally affecting the rights of creditors
- c) the time barring of claims under the Limitation Acts
- d) the possibility that an undertaking to assume liability for or to indemnify a person against non payment of stamp duty may be void
- e) defences of set-off or counter-claim and
- f) similar principles and similar matters arising under the laws of any foreign jurisdictions in which the relevant obligations may have to be performed

Secured Liabilities means all moneys, obligations and liabilities covenanted to be paid or discharged under or pursuant to clause 2 (Covenant to pay)

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

Security Period means the period from the date of this Deed until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and the Chargee has no continuing obligation to make facilities available to the Chargor

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

Tax means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same)

VAT means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature which may be imposed from time to time

Valuation means a valuation report by the Valuer addressed to the Chargee, containing in particular a valuation of a Property on the basis of the market value in accordance with the Statements of Asset Valuation Practice and Guidance Notes issued by the Royal Institution of Chartered Surveyors from time to time

Valuer means any surveyor or valuer as may be appointed or approved by the Chargee from time to time

12 Construction

a) Any reference in this Deed to

- (i) **assets** includes present and future property, revenues and rights of every description,
- (ii) clauses and schedules are references to clauses and schedules of this Deed,
- (iii) **this Deed** or any other agreement or instrument is a reference to this Deed or that other agreement or instrument as the same may have been, or may from time to time be, amended, novated, replaced, restated, supplemented or varied provided that, where the consent of the Chargee is required pursuant to any Document or otherwise to such amendment, novation, replacement, restatement, supplement or variation, such consent has been obtained,
- (iv) **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,
- (v) a **guarantee** includes any guarantee, indemnity, counter indemnity or other assurance in respect of the indebtedness of any person,
- (vi) a **person** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing and includes its successors and (in the case of the Chargee only) its permitted assignees and transferees,
- (vii) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of the law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation,
- (viii) a reference to **determines** or **determined** means a determination made in the absolute discretion of the person making the determination,
- (ix) a provision of law is a reference to that provision as amended or re-enacted,

- (x) reference to a **Property** is to the whole or any part of that property, and
- (xi) a **charge** or **mortgage** of any freehold or leasehold property includes
 - (A) all buildings, fixtures and fixed plant and machinery on that property,
 - (B) the proceeds of sale of the whole or any part of that property, and
 - (C) all rights appurtenant to or benefiting that property
- b) Clause and schedule headings are for ease of reference only
- c) An Event of Default is **continuing** if it has not been remedied to the satisfaction of the Chargee or waived by it in writing
- d) This Deed is intended to take effect as a deed notwithstanding that a Party may have executed it under hand only
- e) Any grant of rights with full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee pursuant to section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994
- f) Words importing the plural shall include the singular and vice versa

1 3 **Qualifying floating charge**

This Deed contains a qualifying floating charge and paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3 3 (Floating charge)

1 4 **Administration**

- a) Any reference in this Deed, or any other document entered into or in connection with it, to the making of an administration order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of the Chargor's assets) or 22 (by the Chargor or the directors of the Chargor) of Schedule B1 to the Insolvency Act 1986 or any steps taken toward such order or appointment
- b) Any reference in this Deed or any other document entered into or in connection with it, to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice

1 5 **Third party rights**

- a) 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 enjoy the benefit of any term of this Deed
- b) The consent of any person which is not a Party is not required to rescind or vary this Deed or any other agreement entered into under or in connection with it

1 6 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of each Document relating to any disposition of property shall be deemed to be incorporated in this Deed

2 Covenant to pay

2 1 Covenant

The Chargor covenants that it will on demand

- a) pay to the Chargee all moneys and discharge all liabilities now or hereafter due, owing or incurred by it to the Chargee under any Document when the same become due for payment or discharge whether by acceleration or otherwise, and
- b) perform and discharge all liabilities and obligations now or hereafter due, owing or incurred by the Chargor to the Chargee under the terms of the Documents when the same become due for performance or discharge whether by acceleration or otherwise

whether such monies liabilities or obligations are express or implied, present, future or contingent, joint or several, incurred as principal or surety, originally owing to the Chargee or purchased or otherwise acquired by it, denominated in sterling or in any other currency, or incurred in any other manner whatsoever, together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Chargee in relation to any such moneys liabilities or obligations or generally in respect of the Chargor or under this Deed

2 2 Interest on late payments

If the Chargor fails to pay any amount payable by it under this Deed on its due date, interest shall accrue on the overdue amount from the due date up to the date of actual payment (both before and after judgment) at the Default Rate Such interest (if unpaid) shall be compounded monthly

3 Charges

3 1 Fixed charge

The Chargor with full title guarantee charges to the Chargee as a continuing security for the payment and discharge of the Secured Liabilities the following assets, both present and future

a) by way of legal mortgage

- (i) all the property described in Schedule 1 (Properties), and
- (ii) all estates or interests in any freehold, leasehold or commonhold property in England and Wales now belonging to the Chargor,

b) by way of fixed charge

- (i) (to the extent that they are not the subject of an effective mortgage under clause 3 1(a)) all estates or interests in any freehold, leasehold or commonhold property in England and Wales now or hereafter belonging to the Chargor,

- (ii) all other interests belonging to it in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter on or use land,
- (iii) the benefit of all other agreements relating to each Property to which it is or may become a party or otherwise entitled,
- (iv) all plant, machinery and equipment owned by the Chargor and its interest in any plant, machinery and equipment in its possession,
- (v) its rights under the appointment of any managing agent of any of the Properties,
- (vi) all its rights, title and interest in the Insurances,
- (vii) its Investments together with all Related Rights,
- (viii) all its Intellectual Property,
- (ix) the amount from time to time standing to the credit of any Account,
- (x) all of its book and other debts and their proceeds and all monies due and owing to it together with the full benefit of all Security, Collateral Instruments and other rights relating to any of the foregoing,
- (xi) all its goodwill and uncalled capital,
- (xii) the benefit of all Authorisations held in connection with its business or the use of any Charged Assets and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets, and
- (xiii) if and in so far as any assignment in clause 3 2 (Assignment) shall for any reason be ineffective as an assignment, the assets referred to in that clause

3 2 Assignment

The Chargor with full title guarantee assigns to the Chargee absolutely as a continuing security for the payment and discharge of the Secured Liabilities all its rights, title and interest both present and future in and to the Rental Income and all the Chargor's other rights, title and interest under each Occupational Lease and all the Chargor's rights, title and interest under each Document

On the unconditional and irrevocable payment and discharge in full of the Secured Liabilities, the Chargee will, at the request and cost of the Chargor, reassign the Charged Assets referred to in this clause 3 2 to the Chargor or as it may direct

3 3 Floating charge

The Chargor charges to the Chargee as a continuing security for the payment and discharge of the Secured Liabilities by way of floating charge all its undertaking, property and assets whatsoever and wheresoever both present and future, other than any property or assets from time to time effectively charged by way of legal mortgage or fixed charge pursuant to clause 3 1 (Fixed charge) or assigned pursuant to clause 3 2 (Assignment)

3 4 Priority

The charges and assignments created by this Deed rank as first charges or assignments

3 5 Conversion of floating charge by notice

The Chargee may by written notice to the Chargor convert the floating charge created by this Deed into a fixed charge as regards all or any of the Chargor's assets specified in the notice if

- a) an Event of Default is continuing, or
- b) the Chargee considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution, sequestration or other process or to be otherwise in jeopardy

3 6 Automatic conversion

If, without the prior written consent of the Chargee or as permitted under this Deed

- a) the Chargor creates any Security (whether by way of fixed or floating Security) over, or otherwise encumbers, any of the Charged Assets subject to a floating charge under this Deed or attempts to do so,
- b) any person levies or attempts to levy any distress, attachment, execution, sequestration or other process against any of the Charged Assets, or
- c) any action, proceedings, procedure or steps are taken for the winding up, dissolution, administration or reorganisation of the Chargor,

the floating charge created by this Deed over such of the Charged Assets shall automatically without notice operate and have effect as a fixed charge instantly such event occurs

3 7 Small company moratorium

Where the Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 of the Insolvency Act 1986, then the obtaining of a moratorium, including any preliminary decision, or investigation in terms of paragraph 43 of Schedule A1 of the Insolvency Act 1986 shall not cause the floating charge created by this Deed to crystallise into a fixed charge, nor cause restrictions which would not otherwise apply to be imposed on the disposal of its property and assets by the Chargor

4 Notices of charge or assignment

4 1 Charge over account

- a) The Chargor shall give notice in the form specified in Schedule 2 to the financial institution at which any Account is held that the Chargor has created a fixed charge over the balance standing to the credit of that Account
- b) The Chargor shall give the notices referred to in clause a) on request by the Chargee following the occurrence of an Event of Default which is continuing
- c) The Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice substantially in the form specified in Schedule 3 within 5 Business Days of that notice being given

4 2 Occupational Leases

- a) The Chargor shall give notice in the form specified in Schedule 4 to the other parties to each Occupational Lease that the Chargor has assigned to the Chargee all its right, title and interest in each Occupational Lease
- b) The Chargor shall give the notices referred to in clause a) on request by the Chargee following the occurrence of an Event of Default which is continuing
- c) The Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form specified in schedule 5 within 5 Business Days of that notice being given

4 3 Documents

- a) The Chargor shall give notice in such form as the Chargee may reasonably require to the other parties to each Document that the Chargor has assigned to the Chargee all its right, title and interest in each Document
- b) The Chargor shall give the notices referred to in clause 4 3 on request by the Chargee following the occurrence of an Event of Default which is continuing
- c) The Chargor shall use reasonable endeavours to procure that the recipient of each such notice acknowledges that notice in substantially the form appended to such notice within 5 Business Days of that notice being given

5 Undertakings

5 1 Duration

The undertakings in this clause 5 remain in force during the Security Period

5 2 Negative Pledge

The Chargor shall not create or permit to subsist any Security over any of its assets, other than Permitted Security

5 3 Debts

The Chargor will

- a) collect in the ordinary course of its business and pay into an Account specified by the Chargee all Rental Income and all other amounts received by it and hold the proceeds of such Rental Income and all other amounts received by it (until payment into such Account) on trust for the Chargee,
- b) not, without the prior written consent of the Chargee
 - (i) set off, vary, postpone or release any of the Debts, or
 - (ii) do or omit to do anything which may delay or prejudice the full recovery of any Debt

5 4 Deposit of deeds

The Chargor will deposit with the Chargee (to be held at the risk of the Chargor) all deeds and documents of title relating to the Properties and such other Charged Assets as the Chargee may require

5 5 Compliance with covenants

The Chargor will

- a) observe and perform all covenants, burdens, stipulations, requirements and obligations from time to time affecting the Charged Assets or the use, ownership, occupation, possession or other enjoyment of the Charged Assets whether imposed by statute, contract, lease or otherwise where failure to do so has or is reasonably likely to have a Material Adverse Effect,
- b) do all acts necessary to preserve its rights, title and interest in and to the Charged Assets, and
- c) not, without the written prior consent of the Chargee, enter into any onerous or restrictive obligations affecting any of the Charged Assets

5 6 Compliance with law

The Chargor will at all times acquire and maintain all Authorisations required by its ownership, use or occupation of the Properties or for the conduct of its business or the ownership and use of its assets and will comply with all terms and conditions relating to such Authorisations and with all other applicable laws and will not do or permit any act or omission whereby any such Authorisations would be liable to be varied or revoked

5 7 Property outgoings

The Chargor will punctually pay, or cause to be paid, and indemnify the Chargee and any Receiver against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings now or at any time payable in respect of the Properties or any part thereof or by any owner or occupier

5 8 Development and alterations

- a) The Chargor will not, without the prior written consent of the Chargee (such consent unreasonably withheld or delayed) or as required by a Document, make or permit others to make any application for planning permission in respect of any part of the Properties or make any structural or material alteration or addition to the Properties or carry out or permit to be carried out any development on, or permit any change of use of (as each such expression is defined in the Planning Acts) any part of the Properties
- b) In the event that, during the Security Period, any Property is intended to be developed or is in the course of development (in each case with the consent of the Chargee (such consent unreasonably withheld or delayed)), the Chargor shall
 - (i) proceed diligently and to the satisfaction of the Chargee and any competent authority with such development in all respects in conformity with all planning and by-law consents which shall together with the plans and specifications be produced to the Chargee for approval prior to the commencement of any works of development, and
 - (ii) obtain such further insurance as shall be required and specified by the Chargee

5 9 Repair

The Chargor will keep all its buildings, fixtures, fittings, plant and machinery (or procure that they are kept) in good repair and in good working order and condition (fair wear and tear excepted in the case of fixtures, plant and machinery) and fully protected against damage or deterioration

5 10 Access

The Chargor will permit any person appointed by the Chargee, without the Chargee becoming liable to account as mortgagee in possession, (at reasonable times and on reasonable notice and subject to the terms of the Occupational Leases) to enter on and inspect the state of the Properties and other premises (if any) on which the Chargor shall from time to time be carrying out any contract or other works

5 11 Information

The Chargor will produce to the Chargee such documents or information relating to the Charged Assets as the Chargee may from time to time reasonably request and promptly deliver to the Chargee a copy of any notice or proceedings served by any person on the Chargor concerning the Charged Assets or alleging any breach of its obligations relating to the Charged Assets

5 12 Notices

- a) The Chargor will, within 5 Business Days of receipt, give full particulars to the Chargee of any notice, order or direction having specific application to any of the Properties or to the area in which any Property is situate, given or made by any planning authority or other public body or authority whatever
- b) The Chargor will, if requested by the Chargee, without delay and at its own cost take all reasonable or necessary steps to comply with any such notice, order or direction
- c) The Chargor will further, if requested by the Chargee, but at its own cost, make or join with the Chargee in making such objections or representations against or in respect of any such notice, order or direction as the Chargee shall reasonably deem expedient
- d) Any compensation received by the Chargor as a result of any notice or order shall be applied in repayment of the Secured Liabilities

5 13 Planning Acts

The Chargor will

- a) not do or knowingly omit or knowingly suffer to be done or omitted any act, matter or thing in, on or in respect of any Property required to be done or omitted by the Planning Acts or which shall contravene the provisions of the Planning Acts, and
- b) indemnify the Chargee on demand against all actions, proceedings, costs, expenses, claims and demands whatsoever suffered by the Chargee in respect of any such act, matter or thing so contravening the provisions of the Planning Acts

5 14 Headlease

- a) The Chargor will pay the rents reserved by, and observe and perform the covenants, stipulations and conditions contained in, the leases of the leasehold properties forming part of the Properties (if any) and on the part of the tenant to be paid, observed and performed

- b) The Chargor will use all reasonable endeavours to procure the observance and performance by the landlord under such leases of the covenants, stipulations and conditions on the part of the landlord to be observed and performed

5 15 Jeopardy

The Chargor will not do, or cause or permit to be done, anything which may depreciate, jeopardise or otherwise prejudice the value of the Charged Assets without the prior written consent of the Chargee

5 16 Land Registration Acts

The Chargor will not, without the prior written consent of the Chargee

- a) permit any person to be registered as proprietor under the Land Registration Acts of any Property,
- b) create or knowingly permit to arise or subsist any overriding interest affecting any Property, or
- c) permit any person to become entitled to any proprietary right or interest which might reasonably be expected adversely to affect the value of any Property or any other Charged Asset

5 17 Additional Property

- a) The Chargor will inform the Chargee immediately on contracting to purchase any estate or interest in any property and will supply the Chargee with such details of any such purchase as the Chargee may from time to time reasonably require
- b) The Chargor will, on demand by the Chargee, and at the cost of the Chargor, execute and deliver to the Chargee a legal mortgage (or equivalent security in the relevant jurisdiction) in favour of the Chargee over any property which becomes vested in it after the date of this Deed in form and substance satisfactory to the Chargee (acting reasonably)

5 18 Documents

- a) The Chargor will observe and perform the covenants, stipulations and conditions contained in the Documents and on the part of the Chargor to be paid, observed and performed
- b) The Chargor shall not, without the written prior consent of the Chargee, agree any amendment or variation to any Document or to waive the performance by the other parties under such Documents of the covenants, stipulations and conditions on the part of such other parties to be observed and performed

5 19 Investments

- a) On the later of
 - (i) the date of this Deed, and
 - (ii) the date of acquisition of those Investments or Related Rights

the Chargor shall

- (A) deliver to the Chargee all certificates of title and other documents of title or evidence of ownership in respect of its Investments and the Related Rights, and
 - (B) deliver to the Chargee such transfer documents (with the transferee left blank) or any other documents as the Chargee may require or otherwise request in respect of those Investments and Related Rights
- b) Until any steps are taken to enforce the Security created by or under this Deed, the Chargor shall be entitled to receive and retain all dividends, distributions and other moneys receivable in respect of its Investments and Related Rights
- c) The Chargor shall not exercise its voting and other rights in respect of its Investments and Related Rights in a manner which is likely to be prejudicial to the interests of the Chargee
- d) The Chargor shall make all payments which may become due and payable in respect of any of its Investments and Related Rights. If it fails to make any such payments, the Chargee may but shall not be obliged to make such payment on behalf of the Chargor. Any sums so paid by the Chargee shall be repayable by the Chargor to the Chargee on demand and pending such repayment shall constitute part of the Secured Liabilities
- e) The Chargor shall remain liable to observe and perform all of the conditions and obligations assumed by it in respect of its Investments and Related Rights and the Chargee shall not be required to perform or fulfil any obligation of the Chargor in respect of any Investments or Related Rights
- f) The Chargor shall comply with any notice served on it under the Companies Act 2006 or pursuant to its articles of association or any other constitutional document in respect of or in connection with the Investments or Related Rights and will promptly provide to the Chargee a copy of that notice
- g) The Chargor shall ensure that none of its Investments in any of its Subsidiaries are converted into uncertificated form without the prior written consent of the Chargee
- h) Immediately on conversion of any Investment or Related Rights from a certificated to an uncertificated form, and on the acquisition of any Investments or Related Rights in an uncertificated form, the Chargor shall give such instructions or directions and take such other steps and enter into such documentation as the Chargee may require in order to protect or preserve the Security intended to be created by this Deed

5 20 Restrictions on dealing with Charged Assets

Save as permitted by the Documents

- a) The Chargor will not without the prior written consent of the Chargee, (whether by a single transaction or a series of related or unrelated transactions and whether at the same time or over a period of time) sell, transfer, lease or otherwise dispose of any of the Charged Assets (other than Floating Charge Assets) or agree to do so
- b) The Chargor will not dispose of any Floating Charge Assets other than in the ordinary course of its business

- c) The Chargor shall not exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the LPA or by common law or vary any lease or tenancy agreement or reduce any sum payable under the same

5 21 Power to remedy

- a) If the Chargor at any time defaults in complying with any of its obligations contained in this Deed, the Chargee shall, without prejudice to any other rights arising as a consequence of such default, be entitled to make good such default and the Chargor irrevocably authorises the Chargee and its employees and agents by way of security to do all such things necessary or desirable in connection with the same
- b) Any moneys so expended by the Chargee shall be repayable by the Chargor to the Chargee on demand together with interest at the Default Rate from the date of payment by the Chargee until such repayment, both before and after judgment

6 Further assurance

6 1 Further assurance

The Chargor shall, if and when required by the Chargee

- a) execute such further Security and assurances in favour of the Chargee and do all such acts and things as the Chargee shall from time to time reasonably require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to create, perfect, protect or maintain the security intended to be created by this Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same, and
- b) affix to such items of the Charged Assets or endorse or cause to be endorsed thereon such labels, signs, memoranda or other recognisable identification markings as the Chargee shall reasonably require referring or drawing attention to the security constituted by or pursuant to this Deed

6 2 Certain documentary requirements

Such further Security and assurances shall be prepared by or on behalf of the Chargee, at the expense of the Chargor, and shall contain an immediate power of sale without notice, a clause excluding section 93 of the LPA, a clause excluding the restrictions contained in section 103 of the LPA and such other clauses for the benefit of the Chargee as it may reasonably require

7 Certain powers of the Chargee

7 1 Powers on enforcement

- a) The Secured Liabilities shall be deemed to have become due, and all rights of enforcement conferred on the Chargee by the LPA, as varied and extended by this Deed, shall be deemed to have arisen, immediately after the execution of this Deed
- b) At any time while an Event of Default is continuing, or if requested by the Chargor, the Chargee may, without further notice and whether or not a Receiver shall have been appointed, exercise all the powers conferred on mortgagees by the LPA, as varied or extended by this Deed, and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference

7 2 Subsequent Security

- a) If the Chargee receives notice of any subsequent Security affecting the Charged Assets or any part thereof, the Chargee may open a new account for the Chargor
- b) If it does not open a new account then, unless the Chargee gives express written notice to the contrary to the Chargor, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor to the Chargee shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Secured Liabilities outstanding at the time when it received such notice

7.3 Statutory power of leasing

The Chargee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Chargee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the LPA

7.4 Contingencies

- a) If the Chargee enforces the security constituted by this Deed at a time when no amount in respect of the Secured Liabilities is due and payable, the Chargee (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account
- b) The Chargee may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows
 - (i) paying all costs, charges and expenses incurred and payments made by the Chargee (or the Receiver) in the course of such enforcement,
 - (ii) paying remuneration to the Receiver as and when the same becomes due and payable, and
 - (iii) paying amounts due and payable in respect of the Secured Liabilities as and when the same become due and payable

7.5 Redemption of prior Security

If an Event of Default is continuing or if requested by the Chargor, the Chargee may

- a) redeem any prior Security against any Charged Asset, and/or
- b) procure the transfer of that Security to itself, and/or
- c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer and any accounts settled and passed will be conclusive and binding on the Chargor

The Chargor shall pay on demand all principal moneys, interest, reasonable costs, reasonable charges and reasonable expenses in connection with redemption and/or transfer

7.6 Investments

- a) If an Event of Default is continuing, the Chargor shall on request by the Chargee
 - (i) deliver to the Chargee such pre-stamped stock transfer forms or other transfer documents as the Chargee may require to enable the Chargee or its nominee or nominees to be registered as the owner of, and to obtain legal

and beneficial title to, the Investments and/or Related Rights referred to in such request,

- (ii) provide to the Chargee certified copies of all resolutions and authorisations approving the execution of such transfer forms and registration of such transfers as the Chargee may reasonably require,
 - (iii) procure that each such transfer is promptly registered by the relevant company, and
 - (iv) procure that, immediately on their issue, all share certificates or other documents of title in the appropriate form, in respect of the relevant Investments and/or Related Rights, are delivered to the Chargee in each case showing the registered holder as the Chargee or its nominee or nominees (as applicable)
- b) If an Event of Default is continuing, the Chargor shall exercise all voting rights in respect of its Investments and Related Rights only in accordance with the instructions of the Chargee
- c) At any time while an Event of Default is continuing, the Chargee may complete the transfer documents delivered to it under clause 5 18(a)(ii)(B) in favour of itself or such other person or nominee as it shall select
- d) At any time while an Event of Default is continuing, the Chargee and its nominee or nominees may sell all or any of the Investments or Related Rights of the Chargor in any manner permitted by law and on such terms as the Chargee shall in its absolute discretion determine
- e) At any time after steps have been taken to enforce the Security created by or under this Deed, if the Chargor receives any dividends, distributions or other moneys in respect of its Investments and Related Rights, the Chargor shall immediately pay such sums received directly to the Chargee for application in accordance with clause 9 and shall hold all such sums on trust for the Chargee pending payment of them to such account as the Chargee shall direct

7 7 Power of sale and right of consolidation

Sections 93 and 103 of the LPA do not apply to the security constituted by this Deed

8 Appointment and powers of Receiver

8 1 Appointment

- a) At any time while an Event of Default is continuing, or if requested by the Chargor, the Chargee may by instrument in writing executed as a deed or under the hand of any duly authorised officer appoint a Receiver of the Charged Assets or any part thereof
- b) Where more than one Receiver is appointed, each joint Receiver shall have power to act severally and independently of any other joint Receivers, except to the extent that the Chargee may specify to the contrary in the appointment
- c) The Chargee may (subject to clause 45 of the Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place

- d) Where the Chargor is an eligible company within the meaning of paragraphs 2 to 4 (inclusive) of Schedule A1 of the Insolvency Act 1986 (a) obtaining a moratorium, or (b) anything done with a view to obtaining a moratorium including any preliminary decision or investigation in terms of paragraph 43 of Schedule A1 of the Insolvency Act 1986 shall not be grounds for appointment of a Receiver

8 2 Receiver as agent

A Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts or defaults and for his remuneration

8 3 Powers of Receiver

A Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute and power on behalf and at the expense of the Chargor to do, or omit to do, anything which the Chargor could do, or omit to do, in relation to the Charged Assets or any part thereof including

- a) take possession of, collect and get in, and give a good discharge for, all or any of the Charged Assets, and/or
- b) exercise in respect of the Charged Assets all voting or other powers or rights available to a registered or other holder in such manner as he may think fit, and/or
- c) carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Chargor or any part thereof, and/or
- d) lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage, and/or
- e) raise or borrow any money from or incur any other liability to the Chargee or others on such terms, with or without security, as he may think fit and so that any such security may be or include a charge on the whole or any part of the Charged Assets ranking in priority to this security or otherwise, and/or
- f) sell, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Assets for such consideration and generally on such terms and conditions as he may think fit. The consideration for such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall immediately be and become charged with the payment of all the Secured Liabilities, and/or
- g) promote the formation of companies with a view to the same becoming a Subsidiary of the Chargor and purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Charged Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Charged Assets on such terms and conditions as he may think fit, and/or
- h) make any arrangement or compromise or enter into, or cancel, any contracts which he shall think expedient, and/or

- i) make and effect such repairs, renewals and improvements to the Charged Assets or any part thereof as he may think fit and maintain, renew, take out or increase insurances, and/or
- j) appoint and discharge managers, agents, officers and employees for any of the purposes referred to in this clause 8 3, and/or
- k) make calls conditionally, or unconditionally, on the members of the Chargor in respect of uncalled capital, and/or
- l) institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Assets or any part thereof or submit to arbitration as he may think fit, and/or
- m) exercise all voting and other rights attaching to the Investments and stocks, shares and other securities owned by the Chargor and comprised in the Charged Assets in such manner as he may think fit, and/or
- n) delegate his powers in accordance with clause 11 (Delegation), and/or
- o) perform all covenants, stipulations, requirements and obligations from time to time on the part of the Chargor in the Documents, and/or
- p) sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers referred to in this clause 8 3 or to the realisation of the Security created by or pursuant to this Deed and to use the name of the Chargor for all the purposes referred to in this clause 8 3

8 4 Remuneration

The Chargee may from time to time determine the remuneration of any Receiver and section 109(6) of the LPA shall be varied accordingly

9 Application of proceeds

All moneys received by the Chargee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Liabilities, in or towards satisfaction of such of the Secured Liabilities and in such order as the Chargee in its absolute discretion may from time to time conclusively determine, except that the Chargee may credit the same to a suspense account for so long and in such manner as the Chargee may from time to time determine and the Receiver may retain the same for such period as he and the Chargee consider expedient

10 Protection of third parties - No enquiry required

No purchaser or other person dealing with the Chargee or a Receiver shall be bound or concerned to enquire whether any power exercised or purported to be exercised under this Deed has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by, or other dealing with, the Chargee or such Receiver or be concerned with notice to the contrary Any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly

11 Delegation

The Chargee and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made on the terms (including power to sub-delegate) and subject to any regulations which the Chargee or such Receiver (as the case may be) may think fit. Neither the Chargee nor any Receiver will be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

12 Indemnities

12.1 Enforcement costs

The Chargor shall pay to the Chargee on demand the amount of all costs and expenses (including legal fees, stamp duties and any value added tax) incurred by the Chargee or any Receiver in connection with the enforcement, preservation or release of any rights under this Deed on a full indemnity basis.

12.2 Indemnity from Charged Assets

The Chargee and any Receiver, attorney, agent or other person appointed by the Chargee under this Deed and the officers and employees of the Chargee and any such Receiver, attorney, agent or other person (each an **Indemnified Party**) shall be entitled to be indemnified out of the Charged Assets in respect of all costs and losses which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of

- a) anything done or omitted in the exercise, or purported exercise, of the powers contained in this Deed, or
- b) any breach by the Chargor of any of its obligations under this Deed, or
- c) any claim made or asserted against an Indemnified Party under any law which would not have arisen if this Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

13 Power of attorney

13.1 Power of attorney

The Chargor, by way of security irrevocably appoints each of the Chargee and any Receiver and their respective delegates severally to be its attorney in its name and on its behalf

- a) to execute and complete any documents or instruments which the Chargee or such Receiver may require for perfecting the title of the Chargee to the Charged Assets or for vesting the same in the Chargee, its nominee or any purchaser,
- b) to sign, execute, seal and deliver, and otherwise perfect, any further Security or document referred to in clause 6 (Further assurance), and
- c) otherwise generally to sign, seal, execute and deliver all deeds, agreements and other documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Chargee or a Receiver under this Deed or which may be deemed expedient by the Chargee or a Receiver in connection with any

disposition, realisation or getting in of the Charged Assets or any part thereof or in connection with any other exercise of any power under this Deed

13 2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney pursuant to clause 13 1(Power of attorney) shall do, or purport to do, in the exercise of his powers under clause 13 1(Power of attorney)

14 Miscellaneous

14 1 Continuing security

This Deed and the obligations of the Chargor under this Deed shall

- a) secure the ultimate balance of the Secured Liabilities and shall be a continuing Security notwithstanding any settlement of account or other matter whatsoever,
- b) be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Security, right or remedy held by or available to the Chargee, and
- c) not merge with, or be in any way prejudiced or affected by the existence of, any such Collateral Instrument, Security, right or remedy

14 2 Settlements conditional

Any settlement or discharge between the Chargee and the Chargor shall be conditional on no Security granted to, or disposition or payment to, the Chargee (whether by the Chargor or otherwise) being avoided or reduced as a result of insolvency or any similar event and the Chargee shall be entitled to recover the value or amount of any such Security or payment from the Chargor and to enforce this Deed as if such settlement or discharge had not occurred

14 3 Retention

The Chargee will be entitled to retain this Deed for 6 months after repayment in full of the Secured Liabilities. If within that period any application is made, a petition is presented or a resolution is passed or other steps are taken for the winding up, the administration or the bankruptcy of the Chargor or any other person who is liable in respect of, or has discharged any of, the Secured Liabilities, the Chargee may retain this Deed for so long as it requires in respect of any liability of the Chargor under this Deed

14 4 Deposits

Without prejudice to any right of set-off the Chargee may have under any Document or otherwise, if any time any deposit matures on any account the Chargor has with the Chargee at any time when

- a) this security has become enforceable, and
- b) no amount of the Secured Liabilities is due and payable,

that time deposit shall automatically be renewed for any further maturity which the Chargee reasonably considers appropriate

14 5 Land Registry

- a) In respect of any Property, the title to which is or is to be registered at the Land Registry, the Chargor consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of each Property (and any unregistered Properties subject to compulsory first registration at the date of this Deed) in the following terms

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of [] referred to in the charges register or their conveyancer"

- b) The Chargor confirms that so far as any of the Property is unregistered, such Property is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003

14 6 No responsibility for loss

Neither the Chargee nor any Receiver shall be responsible for any loss occasioned by the timing of the exercise of its powers under this Deed

14 7 No liability as mortgagee in possession

Neither the Chargee nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets or be liable for any loss on realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable

14 8 Liability not discharged

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

- a) any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities, or
- b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Chargee may now or after the date of this Deed have from or against the Chargor or any other person in connection with the Secured Liabilities, or
- c) any act or omission by the Chargee or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Chargor or any other person, or
- d) any termination, amendment, variation, novation or supplement of or to any of the Secured Liabilities, or
- e) any grant of time, indulgence, waiver or concession to the Chargor or any other person, or
- f) any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Chargor or any other person, or

- g) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from the Chargor or any other person in connection with the Secured Liabilities, or
- h) any claim or enforcement of payment from the Chargor or any other person, or
- i) any other act or omission which would not have discharged or affected the liability of the Chargor had it been a principal debtor or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish its liability under this Deed

14 9 Immediate recourse

The Chargor waives any right it may have to require the Chargee

- a) to take any action or obtain judgment in any court against any other person, or
- b) to make or file any claim in a bankruptcy, liquidation, administration or insolvency of any other person, or
- c) to make demand, enforce or seek to enforce any claim, right or remedy against any other person

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

14 10 Non-competition

The Chargor warrants to the Chargee that it has not taken or received, and shall not take, exercise or receive the benefit of any Security or other right or benefit whether arising by set-off, counterclaim, subrogation, indemnity, proof in liquidation or otherwise and whether from contribution or otherwise ("Rights") from or against, its liquidator, an administrator, any guarantor or any other person in connection with any liability of, or payment by, the Chargor under this Deed but

- a) if any of the Rights is taken, exercised or received by the Chargor, those Rights and all monies at any time received or held in respect of those Rights shall be held by the Chargor on trust for the Chargee for application in or towards the discharge of the Secured Liabilities under this Deed, and
- b) on demand by the Chargee, the Chargor shall promptly transfer, assign or pay to the Chargee all Rights and all monies from time to time held on trust by the Chargor under this clause 14 10

14 11 Perpetuity period

The perpetuity period for the trusts created by this Deed shall be 80 years from the date of this Deed

15 Partial invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired

16 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of the Chargee, any right or remedy available to it under this Deed or otherwise in respect of the Secured Liabilities shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise of or exercise of any other right or remedy. The rights and remedies provided in this Deed and in any other agreement providing for or entered into in connection with the Secured Liabilities are cumulative and not exclusive of any rights or remedies provided by law.

17 Notices

17.1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter.

17.2 Any such communication will be deemed to be given as follows:

- a) if personally delivered, at the time of delivery,
- b) if by letter, at noon on the Business Day following the day such letter was posted (or in the case of airmail, seven days after the envelope containing the same was delivered into the custody of the postal authorities), and
- c) if by facsimile transmission or comparable means of communication during the business hours of the other party then on the day of transmission, otherwise on the next following Business Day.

17.1 In providing such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or in the case of facsimile transmission or other comparable means of communication, that a confirming hard copy was provided promptly after transmission.

17.2 Notice given under this Deed shall not be validly served if sent by e-mail.

18 Calculations and certificates

18.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Chargee are prima facie evidence of the matters to which they relate.

18.2 Certificates and determinations

Any certification or determination by the Chargee under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

18.3 No set off by the Chargor

All payments to be made by the Chargor under this Deed shall, subject to the terms of the Documents, be calculated and be made without (and free and clear of any deduction for) set off or counterclaim.

19 Set off

The Chargee may set off any matured obligation due from the Chargor against any matured obligation owed by the Chargee to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Chargee may convert either obligation at a market rate of exchange in its usual course of business for the purposes of the set off.

20 Currency

If a payment is made to the Chargee under this Deed in a currency other than the currency in which it is expressed to be payable (**Contractual Currency**), the Chargee may convert that payment into the Contractual Currency at a market rate of exchange in its usual course of business on or around the date of the payment and to the extent that the converted amount of the payment falls short of the amount due and payable the Chargor will remain liable for such shortfall and such shortfall shall form part of the Secured Liabilities.

21 Assignment

21.1 The Chargee may at any time assign or otherwise transfer all or any part of its rights and obligations under this Deed or any Security created by or under it.

21.2 The Chargee may disclose to any person

a) to (or through) whom the Chargee assigns or transfers (or may potentially assign or transfer) all or any of

(i) the Secured Liabilities, and/or

(ii) its rights and obligations under this Deed,

b) with (or through) whom the Chargee enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, the Secured Liabilities or the Chargor,

c) to whom, and to the extent that, information is required to be disclosed by any applicable law or regulation, or

d) who is an Affiliate of the Chargee,

any information about the Chargor and this Deed as the Chargee shall consider appropriate.

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

22 Counterparts

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

23 Governing law

23.1 This Deed shall be governed by, and construed in accordance with, English law and all claims and disputes between the Parties arising out of or in connection with this Deed (whether or not contractual in nature) shall be determined in accordance with English law.

23 2 If in any court either Party argues that a court other than the courts of England and Wales has jurisdiction to determine a dispute or difference between the Parties arising out of or in connection with this Deed that issue shall be determined in accordance with English law and each Party irrevocably and unconditionally waives any right it might otherwise have to rely upon the law of the forum or any other law

This Deed has been entered into at the date stated at the beginning of this Deed

Schedule 1

Properties

X
X
Land at Claremont Road registered at the Land Registry under title number
A01 245927 (in which the Chargor has a beneficial interest pursuant to an
agreement to purchase dated 9 July 2013 made between The Mayor and
Burgesses of the London Borough of Barnet (1) and the Chargor (2))

Bery

[Schedule 2

Form of notice to the bank or institution operating an Account

[Date]

To [insert name of account bank]

Attention ♦

Dear Sirs

Notice of charge

Account number. ♦ (Account)
Sort code. ♦
Account holder' [insert name of Chargor]

We give you notice that we have charged by first fixed charge to **FAIRVIEW NEW HOMES (PROPERTIES) LIMITED (Chargee)** all our right, title and interest in and to the moneys from time to time standing to the credit of the Account

We hereby irrevocably and unconditionally authorise and instruct you

- 1 to hold all moneys from time to time standing to the credit of the Account to the order of the Chargee and accordingly to pay all or any part of those moneys to the Chargee (or as it may direct) promptly following receipt of written instructions from the Chargee to that effect, and
- 2 to disclose to the Chargee such information relating to us and the Account as the Chargee may from time to time request you to provide

By countersigning this notice, the Chargee authorises you to permit us to withdraw and otherwise deal with funds standing to the credit of the Account until

- (a) you receive a notice in writing to the contrary from the Chargee,
- (b) a petition is presented for a winding up order in respect of us or an application is made for an administration order in respect of us,

(whichever occurs first)

Within 5 days of receipt of this notice, please sign and return the acknowledgement attached to one enclosed copy of this notice to the Chargee and the other copy to us

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

Yours faithfully

For and on behalf of
[insert name of Chargor]

Countersigned by the Chargee

For and on behalf of
FAIRVIEW NEW HOMES (PROPERTIES) LIMITED

[Schedule 3

Form of acknowledgement from bank or institution operating an Account

[Date]

To

[Address]

Attention

♦

To

[insert name of Chargor] (**Chargor**)

[Address]

Attention

♦

Dear Sirs

Acknowledgement of notice

We acknowledge receipt of the notice of charge (**Notice**) of which the above is a duplicate. Terms defined in the Notice have the same meaning when used in this acknowledgment.

We confirm that

- (a) we shall act in accordance with the Notice,
- (b) as at the date of this acknowledgement we have not received any notice of assignment or charge or other security over the Chargor's interest in the Account in favour of any other person, and
- (c) we will not exercise any right of combination of accounts, set-off or lien over any moneys standing to the credit of the Account.

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

Yours faithfully

For and on behalf of

[insert name of account bank]]

Schedule 4

Form of notice to occupational tenants

[Date]

To [insert name of tenant]

Dear Sirs

[Insert details of the Property] (Property)

We refer to the [lease/licence] in respect of the Property dated ♦ and made between ♦ (1) and ♦ (2) **(Lease)**

We give you notice that by a debenture dated ♦ 200♦, we assigned to **FAIRVIEW NEW HOMES (PROPERTIES) LIMITED (Chargee)** all our right, title and interest in and to the Lease and the moneys from time to time due to us under the Lease

We irrevocably and unconditionally instruct and authorise you, until you receive notice from the Chargee to the contrary, to pay any sums payable by you under the Lease to the following account

Account name ♦

Account number ♦

Sort code ♦

Bank address ♦

Please confirm your agreement to these instructions and authorisations by signing and returning the enclosed acknowledgement within 5 days of receipt of this notice direct to the Chargee at ♦ marked for the attention of ♦, with a copy to ourselves

The instructions in this notice may not be revoked or amended without the prior written consent of the Chargee

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

Yours faithfully

For and on behalf of
[insert name of Chargor]

Schedule 5

Form of acknowledgement from occupational tenants

[Date]

To **FAIRVIEW NEW HOMES (PROPERTIES) LIMITED**
[Address]

Attention ♦

Dear Sirs

Acknowledgement of notice

We acknowledge receipt of a notice addressed to us by *[insert name of Chargor]* (**Chargor**) dated ♦ 201 ♦ (**Notice**) in relation to the Lease (as defined in the Notice) and we accept the instructions and authorisations contained in the Notice

We confirm that we have not received notice that any third party has or will have any right or interest in, or has made or will be making any claim on or taking any action in respect of, the rights of the Chargor under the Lease (as defined in the Notice)

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

Yours faithfully

For and on behalf of
[insert name of tenant]

cc *[insert name of Chargor]*

SIGNATURES

Chargor

Executed as a deed on behalf of

MONTCLARE LIMITED

acting by its sole director in the presence of

Director

Witness signature

Name

Address

Occupation

Chargee

Executed as a deed on behalf of

FAIRVIEW NEW HOMES (PROPERTIES)**LIMITED**

acting by two directors or one director and the company secretary

Director

Director/Secretary