

MR01

Particulars of a charge



Companies House

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 the
instrument Use form MR01

For further information, please
refer to our guidance at

This form must be delivered to the Registrar for registration
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
scanned and placed on the public record. **Do not send the original**



A22 17/06/2016 #307
COMPANIES HOUSE

1 Company details

Company number 08525683
Company name in full HALLMARK - BY DEVELOPMENT LIMITED

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 14/06/2016

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 TRANSEUROPEAN VI PERSHORE STREET (JERSEY) 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

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The land to the East of Pershore Street, Birmingham B5 4RW, as registered at the Land Registry under title number WM692172

For further details please refer to clause 3 of the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

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)

9

Signature

Please sign the form here

Signature

Signature

X *GreenbergTraurig Maher LLP* X

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Charles George

Company name Greenberg Traurig Maher LLP

Address The Shard

Level 8, 32 London Bridge Street

Post town London

County/Region Greater London

Postcode S E 1 9 S G

Country England

DX

Telephone 0203 349 8737



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 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: 8525683

Charge code: 0852 5683 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th June 2016 and created by HALLMARK - BY DEVELOPMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th June 2016

9

Given at Companies House, Cardiff on 24th June 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 14 June 2016

HALLMARK - BY DEVELOPMENT
LIMITED

AND

TRANSEUROPEAN VI PERSHORE
STREET (JERSEY) LIMITED

WE HEREBY CERTIFY THIS TO BE A TRUE
COPY OF THE ORIGINAL

DATE 14 JUNE 2016

SIGNED *Greenberg Traurig Maher LLP*
GREENBERG TRAURIG MAHER LLP

LEGAL MORTGAGE

GT GreenbergTraurig
Maher

GREENBERG TRAURIG MAHER LLP
7TH FLOOR
200 GRAY'S INN ROAD
LONDON WC1X 8HF

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THIS DEED is dated 14 June 2016 and made between

- (1) **HALLMARK – BY DEVELOPMENT LIMITED** incorporated and registered in England and Wales with company number 08525683 whose registered office is at One Eleven, Edmund Street, Birmingham, West Midlands B3 2HJ (the "**Developer**"), and
- (2) **TRANSEUROPEAN VI PERSHORE STREET (JERSEY) LIMITED** (a company registered in Jersey with company registration number 120317) whose registered office is at 1 Waverley Place, Union Street, St Helier, Jersey, JE1 1SG (the "**Fund**")

INTRODUCTION

- (A) The Fund has agreed to make SPA Payments to the Developer in accordance with the Purchase Contract
- (B) The Developer owns the Property
- (C) This deed provides security for the making of the SPA Payments by the Fund to the Developer

THIS DEED WITNESSES that:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

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

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

"**Delegate**" means any person appointed by the Fund or any Receiver under clause 8 and any person appointed as attorney of the Fund, Receiver or Delegate

"**Development Costs**" has the same meaning as that used in the Purchase Contract

"**Insolvent**" has the same meaning as that used in the Purchase Contract

"**LPA 1925**" means the Law of Property Act 1925

"**Property**" means the freehold property owned by the Developer described in Schedule 1

"**Prescribed Rate**" means 4% per annum above the base lending rate from time to time of Barclays Bank Plc

"**Purchase Contract**" means the contract dated 24 March 2016 made between the Developer and the Fund relating to the Fund purchasing the Property from the Developer

"**Receiver**" means a receiver or a receiver and manager of any or all of the Charged Property

"**Secured Liabilities**" means

- (a) any sums which the Developer is liable to pay the Fund pursuant to paragraph 21 of Schedule 4 of the Purchase Contract, and

(b) the Development Costs that have been paid by the Fund to the Developer

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

"Security Period" means the period starting on the date of this deed and ending on the earlier of (i) the date on which the Secured Liabilities have been discharged in full and (ii) the date on which title to the Property is transferred to the Fund

"SPA Payments" means any sums due and payable by the Fund to the Developer under the Purchase Contract and any claims, damages, costs, fees and expenses recoverable from the Developer as a result of its breach of the Purchase Contract

"VAT" means value added tax

12 Interpretation

In this deed

12.1 clause, Schedule and paragraph headings shall not affect the interpretation of this deed,

12.2 a reference to a **"person"** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees,

12.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular,

12.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders,

12.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees,

12.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time,

12.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision,

12.8 a reference to **"writing"** or **"written"** excludes fax and e-mail,

12.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done,

12.10 a reference to **"this deed"** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time,

12.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and a reference to a paragraph is to a

paragraph of the relevant Schedule,

- 1 2 12 any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms,
- 1 2 13 a reference to an "**amendment**" includes a novation, re-enactment, supplement or variation (and "**amended**" shall be construed accordingly),
- 1 2 14 a reference to "**assets**" includes present and future properties, undertakings, revenues, rights and benefits of every description,
- 1 2 15 a reference to an "**authorisation**" includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution,
- 1 2 16 a reference to "**determines**" or "**determined**" means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it, and
- 1 2 17 a reference to a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation
- 1 2 18 All obligations of the Developer are joint and several

1 3 **Nature of security over real property**

A reference in this deed to a "**charge or mortgage of or over the Property**" includes

- 1 3 1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time,
- 1 3 2 the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property,
- 1 3 3 all rights under any licence, agreement for sale or agreement for lease in respect of the Property, and
- 1 3 4 the benefit of all insurance policies in respect of the Property and the proceeds of such policy

1 4 **Law of Property (Miscellaneous Provisions) Act 1989**

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

1 5 **Schedules**

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

2 COVENANT TO PAY

- 2 1 The Developer shall pay to the Fund and discharge the Secured Liabilities in the event that the Developer is in default under paragraph 16 1 of Schedule 4 of the Purchase Contract

3 GRANT OF SECURITY

- 3 1 As a continuing security for the payment and discharge of the Secured Liabilities, the Developer with full title guarantee charges to the Fund by way of first legal mortgage, the Property

4 PERFECTION OF SECURITY

4 1 Registration of legal mortgage at the land registry

The Developer consents to an application being made by the Fund to the Land Registrar for the following restriction in Form P to be registered against its title to the Property

"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 May 2016 in favour of TransEuropean VI Pershore Street (Jersey) Limited referred to in the charges register or their conveyancer"

4 2 Negative pledge

The Developer undertakes to the Fund that, during the continuance of the security created by this legal mortgage, it shall not without the prior written consent of the Fund create, purport to create or permit to subsist any Security over the Property, unless such security is granted in accordance with, or as contemplated by, the Purchase Contract

4 3 Preservation of charged property

The Developer shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Fund or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this deed except as permitted by the Purchase Contract

4 4 Enforcement of rights

4 4 1 The Developer shall use reasonable endeavours to procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Developer and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty, and

4 4 2 Any monies expended by the Fund in remedying a breach by the Developer of its obligations contained in this deed shall be reimbursed by the Developer to the Fund on a full indemnity basis and shall carry interest in accordance with this deed

4 4 3 In remedying any breach in accordance with this clause 4 4, the Fund, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Fund may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development

4 5 Exercise of rights

The rights of the Fund under clause 4 are without prejudice to any other rights of the Fund under this deed. The exercise of any rights of the Fund under this deed shall not make the Fund liable to account as a mortgagee in possession.

4 6 Fund has receiver's powers

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

5 WHEN SECURITY BECOMES ENFORCEABLE

5 1 Security becomes enforceable on event of insolvency

The security constituted by this deed shall be immediately enforceable if the Developer is treated as being in default under paragraph 16.1 of Schedule 4 of the Purchase Contract.

5 2 Discretion

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

6 ENFORCEMENT OF SECURITY

6 1 Enforcement powers

6 1 1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Fund and a purchaser from the Fund, arise on and be exercisable at any time after the execution of this deed, but the Fund shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under clause 5.1.

6 1 2 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

6 1 3 At any time after the security created under this charge has become enforceable, the Fund may, at the sole cost of the Developer (payable to the Fund on demand) redeem any prior Security over the Property and/or procure the transfer of that Security Interest to itself and/or settle and pass the accounts of any prior mortgagee, chargee or encumbrancer which once so settled and passed will be conclusive and binding on the Developer. All money paid by the Fund to such prior mortgagee, chargee or encumbrancer in accordance with such accounts will form part of the Secured Liabilities.

6 2 Extension of statutory powers of leasing

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

6 2 1 grant a lease or agreement for lease,

6 2 2 accept surrenders of leases, or

6 2 3 grant any option in respect of the whole or any part of the Property with whatever rights relating to other parts of it,

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

6 3 Protection of third parties

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

6 3 1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged,

6 3 2 whether any power the Fund, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable, or

6 3 3 how any money paid to the Fund, any Receiver or any Delegate is to be applied

6 4 Privileges

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

6 5 No liability as mortgagee in possession

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

6 6 Relinquishing possession

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

6 7 Conclusive discharge to purchasers

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

7 CONTINUING SECURITY AND FUND'S PROTECTIONS

7 1 This legal mortgage will remain in full force and effect as continuing security until the Secured Liabilities have been discharged in full

7 2 The Fund may make one or more demands under this legal mortgage

7 3 The Developer's obligations under this legal mortgage will not be affected by any time, waiver or consent granted to, or composition with the Developer or any other person

7 4 This legal mortgage will be in addition to, and without prejudice to and will not merge with, any other right, remedy, guarantee or Security which the Fund may at any time hold in respect of any of the Secured Liabilities and this legal mortgage may be enforced without the Fund first having

7 4 1 recourse to any other right, remedy, guarantee or Security held or available to it,

7 4 2 to take action or obtain judgment in any court against the Developer or any other person,

7 4 3 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Developer or any other person, or

7 4 4 to make demand, enforce or seek to enforce any claim, right or remedy against the Developer or any other person

8 RECEIVERS

8 1 Appointment

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

8 2 Removal

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

8 3 Remuneration

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

8 4 Power of appointment additional to statutory powers

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

8 5 Power of appointment exercisable despite prior appointments

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

8.6 Agent of the Developer

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

9 POWERS OF RECEIVER

9.1 Powers additional to statutory powers

9.1.1 Any Receiver appointed by the Fund under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in clause 9.2 to clause 9.16.

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

9.1.3 Any exercise by a Receiver of any of the powers given by clause 9 may be on behalf of the Developer, the directors of the Developer or himself.

9.2 Repair and develop the property

A Receiver may undertake or complete the development of the Property as contemplated by the Purchase Contract and undertake any other repairs, alterations, building or development and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

9.3 Grant or accept surrenders of leases

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

9.4 Employ personnel and advisers

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

9.5 Make and revoke vat options to tax

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

9.6 Charge for remuneration

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

9.7 Give valid receipts

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

9 8 Make settlements

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

9 9 Bring proceedings

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

9 10 Insure

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 12 2, affect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Developer under this deed

9 11 Powers under LPA 1925

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

9 12 Borrow

A Receiver may, for any of the purposes authorised by this clause 9, raise money by borrowing from the Fund (or from any other person) either unsecured or on the security of all or any of the Charged Property in respect of which he is appointed on any terms that he thinks fit (including, if the Fund consents, terms under which that Security ranks in priority to this deed)

9 13 Redeem prior security

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

9 14 Delegation

A Receiver may delegate his powers in accordance with this deed

9 15 Absolute beneficial owner

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

9 16 Incidental powers

A Receiver may do any other acts and things

9 16 1 that he may consider desirable or necessary for realising any of the Charged Property,

9 16 2 that he may consider incidental or conducive to any of the rights or powers

conferred on a Receiver under or by virtue of this deed or law, or

9 16 3 that he lawfully may or can do as agent for the Developer

10 DELEGATION

10 1 Delegation

The Fund or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 14 1)

10 2 Terms

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

10 3 Liability

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

11 APPLICATION OF PROCEEDS

11 1 Order of application of proceeds

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

11 1 1 in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Fund (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed,

11 1 2 in or towards payment of or provision for the Secured Liabilities in any order and manner that the Fund determines, and

11 1 3 in payment of the surplus (if any) to the Developer or other person entitled to it

12 COSTS AND INDEMNITY

12 1 Costs

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

12 1 1 this deed or the Charged Property,

12 1 2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Fund's, a Receiver's or a Delegate's rights under this deed, or

12 1 3 taking proceedings for, or recovering, any of the Secured Liabilities

12 2 Indemnity

12 2 1 The Developer shall indemnify the Fund, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Charged Property,
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed, or
- (c) any default or delay by the Developer in performing any of its obligations under this deed

12 2 2 Any past or present employee or agent may enforce the terms of this clause 12 2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999

13 FURTHER ASSURANCE

The Developer shall, at its own expense, take whatever action the Fund or any Receiver may reasonably require for

- 13 1 1 creating, perfecting or protecting the security intended to be created by this deed,
- 13 1 2 facilitating the realisation of any of the Charged Property, or
- 13 1 3 facilitating the exercise of any right, power, authority or discretion exercisable by the Fund or any Receiver in respect of any of the Charged Property,

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

14 POWER OF ATTORNEY

14 1 Appointment of attorneys

By way of security, the Developer irrevocably appoints the Fund, every Receiver and every Delegate separately to be the attorney of the Developer and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that the Developer is required to execute and do under this deed or the Developer or any Receiver or Delegate may do in exercise of their rights and powers under this deed

14 2 Ratification of acts of attorneys

The Developer ratifies and confirms, and agrees to ratify and confirm, anything that any of its

attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 14 1

15 RELEASE

On the expiry of the Security Period (but not otherwise), the Fund shall, at the request and cost of the Developer, take whatever action is necessary to

15 1 1 release the Charged Property from the security constituted by this deed, and

15 1 2 reassign the Charged Property to the Developer

16 ASSIGNMENT AND TRANSFER

16 1 Assignment by Fund

16 2 The Fund may not assign any of its rights, or transfer any of its rights or obligations, under this deed

16 3 Assignment by Developer

The Developer may not assign any of its rights, or transfer any of its rights or obligations, under this deed

17 AMENDMENTS, WAIVERS AND CONSENTS

17 1 Amendments

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

17 2 Rights and remedies

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

18 SEVERANCE

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

19 COUNTERPARTS

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

20 THIRD PARTY RIGHTS

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

party which exists, or is available, apart from that Act

20 1 Consolidation

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

21 NOTICES

21 1 Any Communication required to be given under the provisions of this Deed shall be in writing

21 2 Any notice to be given to or served on the Fund under this Deed may be given or served sent by registered or recorded delivery post or personal delivery to the recipient at its registered office

21 3 Any notice to be given to or served on the Developer under this Deed may be given or served by registered or recorded delivery post or personal delivery to the recipient at its registered office

21 4 Any notice sent by registered or recorded delivery post is deemed to have been duly served on the third day after the day of posting, whether or not it was actually received

21 5 In proving service it will be sufficient to prove that the envelope containing the notice was duly addressed in accordance with this clause and left at or posted to the place to which it was so addressed

22 GOVERNING LAW AND JURISDICTION

22 1 Governing law

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

22 2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims) Nothing in this clause shall limit the right of the Fund to take proceedings against the Developer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

EXECUTION

The parties have shown their acceptance of the terms of this Deed by executing it after the schedules

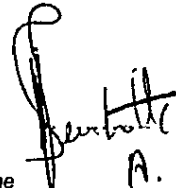
**SCHEDULE 1
PROPERTY**

The freehold property known as the land to the East of Pershore Street, Birmingham B5 4RW, as registered at the Land Registry under title number WM692172 as more particularly described in the Purchase Contract

Executed as a deed by
HALLMARK – BY
DEVELOPMENT LIMITED acting
by a director

Director

Please also print name


A. BOUTROU


in the presence of

Signature of witness

Name of witness

Occupation

Address


Amanda Child
Solicitor

Becket House
1 Lambeth Palace Road
London SE1 7EU

Executed as a Deed by

**TRANSEUROPEAN VI PERSHORE STREET
(JERSEY) LIMITED**

acting by two directors or by one director
and the company secretary

Adi Hall

AV