



Registration of a Charge

Company name: **BHASIN INVESTMENTS LIMITED**

Company number: **08586503**



X7L9PQMQ

Received for Electronic Filing: **21/12/2018**

Details of Charge

Date of creation: **20/12/2018**

Charge code: **0858 6503 0001**

Persons entitled: **US BANK TRUSTEES LIMITED AS SECURITY TRUSTEE**

Brief description: **N/A**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by:

ALLEN & OVERY LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8586503

Charge code: 0858 6503 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2018 and created by BHASIN INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2018 .

Given at Companies House, Cardiff on 27th December 2018

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

GROUP SECURITY AGREEMENT

DATED 20 December **2018**

BETWEEN

THE ENTITIES NAMED IN SCHEDULE 1

as Chargors

and

US BANK TRUSTEES LIMITED

as Security Agent

ALLEN & OVERY

Allen & Overy LLP

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THIS DEED is dated 20 December 2018 and made

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 (Chargors) as chargors (the **Chargors**); and
- (2) **US BANK TRUSTEES LIMITED** (the **Security Agent**) as security trustee for itself and for the other Secured Parties (as defined in the Subscription Agreement defined below).

BACKGROUND:

- (A) Each Chargor enters into this Deed in connection with the Subscription Agreement (as defined below).
- (B) Each Chargor agrees to provide the Security Agent with the benefit of the Security to secure the Secured Liabilities.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- (D) The Security Agent has agreed to hold the benefit of this Deed on trust for itself and the Secured Parties.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Account Bank means a bank with which a Restricted Account is maintained.

Act means the Law of Property Act 1925.

Commercial Tenant means:

- (a) Friends Food Limited pursuant to a lease dated 28 November 2017 between Top Location 4 Limited and Friends Food Limited; and
- (b) Rhys Owen Edwards pursuant to a lease dated 25 July 2018 between Top Location 4 Limited and Rhys Owen Edwards; and
- (c) any other occupational tenant of a Commercial Unit from time to time.

Debtor has the meaning given to that term in the Subordination Agreement.

Insurances means, in respect of any Chargor, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest, as any such contract or policy may be renewed or replaced from time to time.

Intellectual Property Rights means:

- (a) any know-how, patent, trade mark, service mark, design, business name, topographical or similar right;
- (b) any copyright or other intellectual property monopoly right;
- (c) any interest (including by way of agreement or licence) in any of the above; or
- (d) any application for any of the above,

in each case, whether registered or not, and included in the definition of Security Assets.

Investments means:

- (a) the Shares;
- (b) the LLP Membership Interests;
- (c) all other shares, stocks, debentures, bonds or other securities and investments included in the definition of Security Assets;
- (d) any dividend or interest paid or payable in relation to any of the above;
- (e) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise;
- (f) any right against any clearance system;
- (g) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and
- (h) any cash or securities account maintained by any custodian or other entity.

LLP means Fusion Nottingham Central LLP (registered number OC372495), Fusion Nottingham Central Management LLP (registered number OC402583), and any other member of the Group which is an English limited liability partnership under the Limited Liability Partnerships Act 2000.

LLP Agreement means each agreement constituting an LLP.

LLP Membership Interests means, in respect of a Chargor, all of that Chargor's right, title and interest in each LLP and under each LLP Agreement and including all allotments, rights, benefits and advantages (including all voting rights) whatsoever at any time accruing, offered or arising in respect of or incidental to the same and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of the same.

Mortgaged Property means all freehold or leasehold property mortgaged pursuant to Clause 2.2(a)(i) (Land).

Party means a party to this Deed.

Receivables means all sums of money receivable by the Chargors now or in the future consisting of or payable under or derived from any Security Asset.

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

Relevant Contract means:

- (a) each Transaction Document to which it is a party from time to time; and
- (b) any other agreement to which a Chargor is a party and which the Security Agent and the relevant Chargor have designated as a Relevant Contract.

Restricted Account means any Account of a Chargor and includes:

- (a) if there is a change of Account Bank, any account into which all or part of a credit balance from a Restricted Account is transferred; and
- (b) any account which is a successor to a Restricted Account on any re-numbering or re-designation of accounts and any account into which all or part of a balance from a Restricted Account is transferred for investment or administrative purposes.

Security Asset means any asset of a Chargor which is, or is expressed to be, subject to any Security created by this Deed.

Security Period means the period beginning on the date of this Deed and ending on the Senior Debt Discharge Date (as defined in the Subordination Agreement).

Shares means the shares specified in Part 2 (Shares) of Schedule 2 (Security Assets), and any shares in any member of the Group owned by a Chargor (or held by a nominee on its behalf) from time to time.

Subscription Agreement means the subscription agreement dated on or about the date of this Deed between (among others) Stellar Portfolio Limited, Stellar Hold Co Limited and the Security Agent.

Subordinated Intragroup Creditor has the meaning given to that term in the Subordination Agreement.

Subordinated Intragroup Liabilities has the meaning given to that term in the Subordination Agreement.

1.2 Construction

- (a) Capitalised terms defined in the Subscription Agreement have the same meaning in this Deed, unless expressly defined in this Deed.
- (b) The provisions of clause 1.2 (Construction) of the Subscription Agreement apply to this Deed as though they were set out in full in this Deed except that references to the Subscription Agreement shall be construed as references to this Deed.
- (c) Unless a contrary indication appears, any reference in this Deed to:
 - (i) a **clearance system** means a person whose business is or includes the provision of clearance services or security accounts, or any nominee or depositary for that person;
 - (ii) any **rights** in respect of an asset includes:

- (A) all amounts and proceeds paid or payable;
 - (B) all rights to make any demand or claim; and
 - (C) all powers, remedies, causes of action, security, guarantees and indemnities, in each case, in respect of or derived from that asset;
- (iii) any **share, stock, debenture, bond or other security or investment** includes:
- (A) any dividend, interest or other distribution paid or payable;
 - (B) any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise;
 - (C) any right against any clearance system;
 - (D) any right under any custody or other agreement (including any right to require delivery up of any cash or other assets); and
 - (E) any cash or securities account maintained by any custodian or other entity,
- in each case, in respect of that share, stock, debenture, bond or other security or investment;
- (iv) the term **this Security** means any Security created by this Deed; and
- (v) an agreement, instrument or other document **to which it is a party** includes any agreement, instrument or other document issued in the relevant person's favour or of which it otherwise has the benefit (in whole or in part).
- (d) Any covenant of a Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.
- (e) The terms of the other Finance Documents and of any other agreement or instrument between any Parties in relation to any Finance Document are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
- (f) If the Security Agent considers that an amount paid to a Secured Party under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- (g) Unless the context otherwise requires, a reference to a Security Asset includes:
- (i) any part of that Security Asset;
 - (ii) the proceeds of sale of that Security Asset; and
 - (iii) any present and future assets of that type.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Secured Party that is not a Party may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to paragraph (b) above and the provisions of the Third Parties Act.
- (d) For the avoidance of doubt, the Subscription Agreement shall govern the rights, duties and obligations of the Security Agent and the Security Agent has all of the rights, powers, authorities, benefits and protections vested by the Subscription Agreement.

2. CREATION OF SECURITY

2.1 General

- (a) Each Chargor covenants with and undertakes to the Security Agent for itself and on trust for the other Secured Parties that it will duly and punctually pay and discharge the Secured Liabilities in the manner provided for in the Finance Documents.
- (b) All the security created under this Deed:
 - (i) is created in favour of the Security Agent;
 - (ii) is created over present and future assets of each Chargor;
 - (iii) is security for the payment and discharge of all the Secured Liabilities of the relevant Chargor; and
 - (iv) is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.
- (c) If the rights of a Chargor under a document cannot be secured without the consent of a party to that document or satisfaction of some other condition:
 - (i) that Chargor shall notify the Security Agent promptly;
 - (ii) this Security shall constitute security over all proceeds and other amounts which that Chargor may receive, or has received, under that document but exclude that Chargor's other rights under the document until that Chargor obtains the required consent or satisfies the relevant condition; and
 - (iii) unless the Security Agent otherwise requires, that Chargor shall use its reasonable endeavours to obtain the required consent or satisfy the relevant condition.
- (d) The Security Agent holds the benefit of this Deed for itself and on trust for the Secured Parties.
- (e) The fact that no or incomplete details of any Security Asset are inserted in Schedule 2 (Security Assets) does not affect the validity or enforceability of this Security.

2.2 Land

- (a) Each Chargor charges:
- (i) by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Part 1 of Schedule 2 (Security Assets) under its name under the heading **Real Property**; and
 - (ii) (to the extent that they are not the subject of a mortgage under paragraph (i) above) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.
- (b) A reference in this Clause (d) to a mortgage or charge of any freehold or leasehold property includes:
- (i) all buildings, fixtures, fittings and fixed plant and machinery on that property, together with all rights and interests under all agreements for the purchase, maintenance or use of all buildings, fixtures, fittings and fixed plant and machinery on that property; and
 - (ii) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

2.3 Investments

Each Chargor charges by way of a first fixed charge all its rights, title and interest in respect of the Investments.

2.4 Subordinated Intragroup Liabilities

- (a) Each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption herein contained, all of its rights, title and interest from time to time in respect of Subordinated Intragroup Liabilities owed to it.
- (b) To the extent that any right described in paragraph (a) above is not assignable or capable of assignment, the assignment of that right purported to be effected by paragraph (a) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which the relevant Chargor may derive from that right or be awarded or entitled to in respect of that right.

2.5 Restricted credit balances

Each Chargor charges by way of a first fixed charge all of its rights in respect of any Restricted Account, any amount standing to the credit of that account and the debt represented by that account.

2.6 Insurances

- (a) Each Chargor assigns absolutely, subject to a proviso for reassignment on redemption herein contained, all amounts payable to it under or in connection with each of its Insurances and all of its rights in connection with those amounts.

- (b) To the extent that they are not effectively assigned under paragraph (a) above, each Chargor charges by way of first fixed charge all amounts and rights described in paragraph (a) above.

2.7 Relevant Contracts

- (a) Subject to Clause 2.1(c), each Chargor assigns absolutely, subject to a proviso for re-assignment on redemption herein contained, all of its rights in respect of each Relevant Contract to which it is a party.
- (b) To the extent that any agreement is not effectively assigned under paragraph (a) above, each Chargor charges by way of first fixed charge all of its rights under each such agreement to which it is a party.

2.8 Intellectual Property Rights

- (a) Each Chargor charges by way of a first fixed charge, all of its rights in respect of its Intellectual Property Rights.
- (b) Each Chargor charges by way of first fixed charge all its rights and causes of action in respect of past, present and future infringement(s), of the rights referred to in paragraph (a) above.

2.9 Miscellaneous

Each Chargor charges by way of a first fixed charge:

- (a) any beneficial interest, claim or entitlement it has in any pension fund;
- (b) its goodwill;
- (c) the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;
- (d) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in paragraph (c) above;
- (e) all trade debts and other debts owing to it;
- (f) the benefit of all negotiable instruments, guarantees, bonds, debentures, legal or equitable charges and all other security, reservation of proprietary rights, rights of tracing, unpaid vendor's liens and all other rights and remedies available to the Chargor as security for any Receivable or for the performance by any third party of any obligation owed to it;
- (g) all rights, money or property accruing or payable to it now or in the future under or by virtue of a Security Asset except to the extent that such rights, money or property are for the time being effectively charged by fixed charge under this Deed;
- (h) all Receivables, book and other debts owing to the Chargor and all its rights and claims against third parties, present and future, capable of being satisfied by the payment of money; and
- (i) its uncalled capital.

2.10 Floating charge

- (a) Each Chargor (other than any Chargor which is itself a Limited Partnership) charges by way of a first floating charge all of its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, charge or assignment under this Clause (d).
- (b) Except as provided below, the Security Agent may by notice to a Chargor convert the floating charge created by that Chargor under this Clause 2.10 into a fixed charge as regards any of that Chargor's assets specified in that notice, if:
 - (i) an Event of Default is continuing;
 - (ii) the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.; or
 - (iii) the Chargor fails to comply with or takes or threatens to take any action which in the reasonable opinion of the Security Agent is likely to result in it failing to comply with its obligations under Clause 4 (Restrictions on dealings).
- (c) Any floating charge that has been converted into a fixed charge pursuant to paragraphs (b) above or (e) below may, by notice to a Chargor at any time, be reconverted into a floating charge as regards any of that Chargor's assets specified in that notice.
- (d) The floating charge created by this Clause 2.10 may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,under section 1A of the Insolvency Act 1986.
- (e) The floating charge created by this Clause will (in addition to the circumstances when this may occur under the general law) automatically convert into a fixed charge over such assets if:
 - (i) a Chargor in contravention of any Finance Document resolves to take or takes any steps to:
 - (A) charge or otherwise encumber any of its assets that are subject to a floating charge created by this Clause (except to the extent permitted or not otherwise prohibited by the Finance Documents); or
 - (B) create a trust over any of its assets that are subject to a floating charge created by this Clause;
 - (ii) any person resolves to take or takes any step to seize or sell any asset that is subject to a floating charge created by this Clause pursuant to any form of legal process; or
 - (iii) an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.

- (f) The floating charge created by this Clause 2.10 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3. REPRESENTATIONS - GENERAL

3.1 Nature of security

Each Chargor represents and warrants to each Finance Party that this Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

3.2 Times for making representations

- (a) The representations and warranties in this Deed (including in this Clause 3) are made by each Chargor on the date of this Deed.
- (b) Unless a representation and warranty is expressed to be given at a specific date, the representations and warranties under this Deed are deemed to be made by each Chargor by reference to the facts and circumstances then existing on each date during the Security Period.

4. RESTRICTIONS ON DEALINGS

No Chargor shall:

- (a) create or permit to subsist any Security over any Security Asset; or
- (b) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Security Asset,

except as expressly allowed under the Subscription Agreement or this Deed.

5. LAND

5.1 Notices to tenants

- (a) Subject to Clause 5.2(b), at any point after this Security has become enforceable, the Chargor must:
- (i) immediately on request by the Security Agent serve a notice of assignment, substantially in the form of Part 1 (Notice to Occupational Tenant) of Schedule 3 (Forms of Letter for Occupation Tenants), on each Commercial Tenant of the Mortgaged Property; and
- (ii) use reasonable endeavours for a period of 30 Business Days to ensure that each Commercial Tenant acknowledges that notice, substantially in the form of Part 2 (Acknowledgement of Occupational Tenant) of Schedule 3 (Forms of Letter for Occupational Tenants).
- (b) After this Security has become enforceable, each Chargor must:
- (i) immediately on request by the Security Agent serve a notice of assignment, substantially in the form of Part 1 (Notice to Occupational Tenant) of Schedule 3 (Forms of letter for Occupational Tenants), on each tenant of or counterparty to an Excluded Lease; and

- (ii) use reasonable endeavours for a period of 30 Business Days to ensure that each such tenant or counterparty acknowledges that notice, substantially in the form of Part 2 (Acknowledgement of Occupational Tenant) of Schedule 3 (Forms of letter for Occupational Tenants).

5.2 Acquisitions

- (a) If a Chargor acquires any freehold or leasehold property after the date of this Deed it shall:
 - (i) notify the Security Agent immediately;
 - (ii) immediately on request by the Security Agent and at the cost of that Chargor, execute and deliver to the Security Agent a legal mortgage over that property in favour of the Security Agent in any form which the Security Agent may require;
 - (iii) if the title to that freehold or leasehold property is registered at HM Land Registry or required to be so registered, give HM Land Registry written notice of this Security; and
 - (iv) if applicable, ensure that this Security is correctly noted in the Register of Title against that title at HM Land Registry.
- (b) If the consent of the landlord in whom the reversion of a lease is vested is required for a Chargor to execute a legal mortgage over that lease, that Chargor will not be required to perform that obligation unless and until it has obtained the landlord's consent. That Chargor shall use its reasonable endeavours to obtain the landlord's consent.

5.3 HM Land Registry

Each Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at HM Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register or their conveyancer. (Standard Form P)".

5.4 Deposit of title deeds

Each Chargor shall either:

- (a) deposit with the Security Agent all deeds and documents of title relating to its Mortgaged Property and all local land charges, land charges and HM Land Registry search certificates and similar documents received by it or on its behalf (the **Title Documents**); or
- (b) procure that the Title Documents are held to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose.

6. INVESTMENTS

6.1 Deposit

Each Chargor shall:

- (a) on the date of this Deed,
- (b) where the Investment has been acquired by the Chargor on or around the date of this Deed and the relevant transfer forms have been sent to HMRC for stamping, within 10 Business Days of receipt of the stamped transfer forms by the relevant Chargor, or
- (c) in the case of any Investment a Chargor becomes entitled to at a later date, promptly upon becoming entitled to the relevant Investment,

deposit with the Security Agent, for the duration of the Security Period:

- (i) (to the extent that the relevant documents have not been deposited with a clearance system, settlement system or custodian acceptable to the Security Agent acting on the instructions of the Majority Holders) all stock and share certificates and documents of, or evidencing, title or the right to title relating to the Investments;
- (ii)
 - (A) in respect of the Shares, stock transfer forms; and
 - (B) in respect of the LLP Membership Interests, deeds of retirement, deeds of membership interest transfer and deeds of adherence
 or other instruments of transfer duly completed to the Security Agent's satisfaction;
- (iii) unanimous resolution of the members of each LLP approving the admission of any person as a new member of the LLP who accedes as a result of the enforcement of the Security granted under this Debenture; and
- (iv) such other documents as the Security Agent may require from time to time for the purpose of perfecting its title to the Investments, or for the purpose of vesting the same in itself, its nominee or any purchaser or presenting the same for registration at any time.

6.2 Calls

- (a) Each Chargor shall duly and promptly pay all calls, instalments or other payments due and payable in respect of any of its Investments and, for the avoidance of doubt, no Secured Party shall incur any liability in respect of any amounts due from any Chargor in respect of any Investments.
- (b) If a Chargor fails to do so, the Security Agent may but shall not be required to pay the calls or other payments in respect of any of its Investments on behalf of that Chargor. That Chargor shall, immediately on request, reimburse the Security Agent for any payment made by the Security Agent under this Clause 6.2.
- (c) Each Chargor shall not, acquire any Investments unless in accordance with and permitted by the terms of the Subscription Agreement.

6.3 Other obligations in respect of Investments

- (a) Each Chargor shall promptly send to the Security Agent a copy of, and comply with, all requests for information which are within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document or which are made by any listing or other authority, relating to any of its Investments. If it fails to do so, the Security Agent may elect to provide such information as it may have on behalf of that Chargor.
- (b) Each Chargor shall comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- (c) The Security Agent is not obliged to:
 - (i) perform any obligation of a Chargor;
 - (ii) make any payment;
 - (iii) make any enquiry as to the nature or sufficiency of any payment received by it or a Chargor; or
 - (iv) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Investment.

6.4 Clearance systems

Each Chargor shall, if requested by the Security Agent, instruct any clearance system to transfer any Investment held by it for that Chargor or its nominee to an account of the Security Agent or its nominee with that clearance system.

6.5 Custodian arrangements

Each Chargor shall:

- (a) promptly, and in any event within two Business Days, give notice of this Security to any custodian or other entity in respect of any Investment held for it by that custodian or other entity in a form the Security Agent may require; and
- (b) use its reasonable endeavours for a period of 30 Business Days to ensure that the custodian or other entity acknowledges that notice in a form the Security Agent may require.

6.6 Voting rights

- (a) Before this Security becomes enforceable, each Chargor shall be entitled to exercise (or direct the Security Agent to exercise on its behalf) all voting rights in respect of the Investments, provided that no Chargor shall exercise (or direct the exercise of) any voting rights in any manner which, in the reasonable opinion of the Security Agent, may prejudice the value of, or the ability of the Security Agent to realise, the security over the Investments created pursuant to this Deed.

- (b) No Chargor shall permit or agree to any variation of the rights attaching to or conferred by any of the Investments without the prior written consent of the Security Agent (such consent not to be unreasonably withheld or delayed where the variation of the rights attaching to or conferred by any of the Investments would not prejudice the value of, or the ability of the Security Agent to realise, the security over Investments created pursuant to this Deed).
- (c) Before this Security becomes enforceable, if any Investments have been registered in the name of the Security Agent or its nominee, the Security Agent (or its nominee) must exercise the voting rights, powers and other rights in respect of the Investments in the manner in which a Chargor may direct in writing. The Security Agent (or that nominee) will execute any form of proxy or other document which a Chargor may reasonably require for this purpose.
- (d) Before this Security becomes enforceable, the Security Agent must forward promptly to each Chargor all notices, correspondence and/or other communication it receives in relation to the Investments.
- (e) After this Security has become enforceable, the Security Agent or its nominee may exercise or refrain from exercising:
 - (i) any voting rights; and
 - (ii) any other powers or rights which may be exercised by the legal or beneficial owner of any Investments, any person who is the holder of any Investments or otherwise,
 in each case, in the name of the relevant Chargor, the registered holder or otherwise and without any further consent or authority on the part of that Chargor and irrespective of any direction given by the Chargor.
- (f) After this Security has become enforceable, any Investments under limbs (c) and (d) of the definition of that term shall, if received by a Chargor or any nominee of the Chargor, be held on trust for and forthwith paid or transferred to the Security Agent.
- (g) If any Investment remains registered in the name of a Chargor, that Chargor irrevocably appoints the Security Agent or its nominee as its proxy to exercise all voting rights in respect of such Investment at any time after this Security has become enforceable.

6.7 Financial Collateral

- (a) To the extent that the assets mortgaged or charged under this Deed constitute "financial collateral" and this Deed and the obligations of a Chargor under this Deed constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226)) the Security Agent will have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.
- (b) Where any financial collateral is appropriated:
 - (i) if it is cash, its value will be the amount standing to the credit of the relevant account on the date of appropriation plus any accrued but uncredited interest;
 - (ii) if the financial collateral is listed or traded on a recognised exchange its value will be taken as the value at which it could have been sold on the exchange on the date of appropriation; or

- (iii) in any other case, the value of the financial collateral will be such amount as the Security Agent reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it,

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

6.8 Liability of Security Agent

Save in cases of fraud, no Secured Party nor any nominee will have any liability for:

- (a) failing to present any coupon or other document relating to any Investments;
- (b) failing to accept any offer relating to any Investments;
- (c) failing to attend or vote at any meetings related to any Investments;
- (d) failing to notify a Chargor of any matters referred to in this Clause 6.8 or of any communication received in relation to any Investments;
- (e) any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Investments or which may be exercised by the Security Agent or any nominee of the Security Agent under this Deed (whether or not on sale or other realisation of the Investments a better price could have or might have been obtained by either deferring or advancing the date of sale or realisation or otherwise),

unless, in the case of paragraphs (c) and (e) above, the Security Agent has been grossly negligent in its compliance with such instructions.

7. SUBORDINATED INTRAGROUP LIABILITIES

- (a) By executing this Deed, each Chargor that is a Subordinated Intragroup Creditor is deemed to have executed a notice of charge, substantially in the form of Part 1 (Notice to Counterparty) of Schedule 5 (Forms of Letter for Relevant Contracts) and served it on each relevant Chargor that is a Debtor in respect of the relevant Subordinated Intragroup Liabilities.
- (b) By executing this Deed, each Chargor that is party as a Debtor is deemed to have:
 - (i) received a notice of charge, substantially in the form of Part 1 (Notice to Counterparty) of Schedule 5 (Forms of Letter for Relevant Contracts) from each relevant Chargor that is a Subordinated Intragroup Creditor in respect of the relevant Subordinated Intragroup Liabilities; and
 - (ii) acknowledged such notice substantially in the form of Part 2 (Acknowledgement of Counterparty) of Schedule 5 (Forms of Letter for Relevant Contracts).

8. RESTRICTED CREDIT BALANCES

8.1 Book debts and receipts

- (a) Each Chargor must collect and realise (or procure the collection and realisation of) its:
 - (i) rent and other amounts due from tenants of the Mortgaged Property; and

(ii) book and other debts and other moneys due and owing to it,
in accordance with the terms of the Subscription Agreement.

8.2 Representations

Each Chargor represents and warrants to each Finance Party that:

- (a) it is the sole legal and beneficial owner of the credit balance from time to time in each Restricted Account which it maintains; and
- (b) those credit balances are free of any Security (except for any Security created by or pursuant to the Security Documents) and any other rights or interests in favour of third parties.

8.3 Notices of charge

Each Chargor shall:

- (a) promptly following the date of this Deed serve a notice of charge, substantially in the form of Part 1 of Schedule 4 (Forms of letter for Account Bank) on each Account Bank; and
- (b) use its reasonable endeavours for a period of 30 Business Days to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 4 (Forms of letter for Account Bank).

9. INSURANCES

9.1 Rights

After this Security has become enforceable:

- (a) the Security Agent may exercise (without any further consent or authority on the part of the relevant Chargor and irrespective of any direction given by the relevant Chargor) any of the rights of the relevant Chargor in connection with any amounts payable to it under any of its Insurances;
- (b) where the Security Agent is not able to exercise such rights, the relevant Chargor must take such steps (at its own cost) as the Security Agent may require to enforce those rights (this includes initiating and pursuing legal or arbitration proceedings in the name of that Chargor); and
- (c) the relevant Chargor must hold any payment received by it under any of its Insurances on trust for the Security Agent.

9.2 Notice

Each relevant Chargor must:

- (a) promptly following the date of this Deed serve a notice of assignment, substantially in the form of Part 1 (Notice of Assignment) of Schedule 6 (Forms of Letter for Insurances) on each counterparty to each of the Insurances (other than those Insurances which already contain a notice and acknowledgement clause in respect of this Security in a form acceptable to the Security Agent); and

- (b) use its reasonable endeavours for a period of 30 Business Days to procure that each such other party delivers a letter of undertaking to the Security Agent in the form of Part 2 (Letter of Undertaking) of Schedule 6 or in such other form as the Security Agent may agree.

10. INTELLECTUAL PROPERTY

10.1 Representations

Each Chargor represents and warrants to each Finance Party that:

- (a) the Intellectual Property Rights owned by it are all of the Intellectual Property Rights required by it in order for it to carry on its business as it is now being conducted;
- (b) it is the sole legal and beneficial owner of those Intellectual Property Rights;
- (c) those Intellectual Property Rights are free of any Security (except for any Security created by or pursuant to the Security Documents) and any other rights or interests (including any licences) in favour of third parties;
- (d) it does not, in carrying on its business, infringe any Intellectual Property Rights of any third party; and
- (e) to its knowledge, no Intellectual Property Right owned by it is being infringed, nor is there any threatened infringement of any such Intellectual Property Right.

10.2 Preservation

- (a) Each Chargor shall:
 - (i) make such registrations and pay such fees, registration taxes and similar amounts as are necessary to keep its Intellectual Property Rights in force;
 - (ii) take all other steps which are reasonably practicable to maintain and preserve its interests in its Intellectual Property Rights;
 - (iii) if requested to do so by the Security Agent, make entries in any public register of its Intellectual Property Rights which either record the existence of this Deed or the restrictions on disposal imposed by this Deed; and
 - (iv) take such steps as are necessary (including the institution of legal proceedings) to prevent third parties infringing those Intellectual Property Rights.
- (b) Each Chargor shall ensure that, except with the prior consent of the Security Agent, none of its Intellectual Property Rights which is registered is abandoned or cancelled, lapses or is liable to any claim of abandonment for non-use or otherwise.

11. RELEVANT CONTRACTS

11.1 Representation

Each Chargor represents and warrants to each Finance Party that no amount payable to it under a Relevant Contract is subject to any right of set-off or similar right.

11.2 Notices of assignment/charge

Each Chargor shall:

- (a) promptly following the date of this Deed, or in the case of any Relevant Contract entered into at a later date, on the date of entry into that Relevant Contract, serve a notice of assignment, substantially in the form of Part 1 (Notice to Counterparty) of Schedule 5 (Forms of Letter for Relevant Contracts), on each counterparty to each Relevant Contract to which it is a party; and
- (b) use its reasonable endeavours for a period of 30 Business Days to procure that the counterparty acknowledges that notice, substantially in the form of Part 2 (Acknowledgement of Counterparty) of Schedule 5 (Forms of Letter for Relevant Contracts).

12. WHEN SECURITY BECOMES ENFORCEABLE

12.1 Event of Default

This Security shall become immediately enforceable if an Event of Default occurs and is continuing.

12.2 Discretion

After this Security has become enforceable, the Security Agent may enforce all or any part of this Security in any manner it sees fit or as instructed subject to being indemnified and/or secured and/or prefunded to its satisfaction in accordance with the Subscription Agreement.

12.3 Statutory powers

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

12.4 Collection of Receivables, Investments and Book Debts

- (a) After this Security has become enforceable, each Chargor will, upon the receipt of written notice from the Security Agent act as agent for the Security Agent and collect all Receivables and any dividend or interest paid or payable in relation to it and any right, money or property accruing or offered at any time in relation to it and all other rights and claims charged to the Security Agent under this Deed and pay the proceeds into any suspense account as instructed by the Security Agent from time to time. Each Chargor shall, pending such payment, hold all money so received upon trust for the Security Agent.
- (b) After this Security has become enforceable, except with the prior consent of the Security Agent, no Chargor may withdraw any moneys (including interest) standing to the credit of any Restricted Account.
- (c) To the extent restricted or prevented under the Finance Documents, each Chargor shall not purport (and where an Event of Default has occurred, without the Security Agent's (acting in accordance with the terms of this Deed and the Subordination Agreement) prior written consent) to charge, factor, discount, assign, postpone, subordinate, release or waive its rights in respect of any Receivable in favour of any person or do or omit to do anything in each case which materially might delay or prejudice its full recovery.

- (d) After this Security has become enforceable, each Chargor shall deliver to the Security Agent such particulars as to the amount and nature of its Receivables as the Security Agent may from time to time require.

13. ENFORCEMENT OF SECURITY

13.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.
- (c) The statutory powers of leasing conferred on the Security Agent are extended so as to authorise the Security Agent to lease, make agreements for leases, accept surrenders of leases and grant options as the Security Agent may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

13.2 No liability as mortgagee in possession

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

13.3 Privileges

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

13.4 Protection of third parties

No person (including a purchaser) dealing with the Security Agent or a Receiver or their agents need enquire or determine:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Security Agent or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Finance Documents; or
- (d) how any money paid to the Security Agent or to that Receiver is to be applied.

13.5 Redemption of prior mortgages

- (a) At any time after this Security has become enforceable, the Security Agent may (at the direction of the Majority Holders) and subject to being indemnified and/or secured and/or prefunded to its satisfaction:
 - (i) redeem any prior Security against any Security Asset;
 - (ii) procure the transfer of that Security to itself; and/or

- (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer (and any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on each Chargor).
- (b) Each Chargor shall pay to the Security Agent, immediately on demand, the costs and expenses incurred by the Security Agent in connection with any such redemption and/or transfer, including the payment of any principal or interest.

13.6 Contingencies

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

13.7 Applying credit balances

The Security Agent may at any time after this Security has become enforceable require the Account Bank in respect of a Restricted Account to pay any moneys (including interest) standing to the credit of that Restricted Account to the Security Agent or as the Security Agent may direct and the Security Agent may apply all or any part of those moneys against all or any part of the Secured Liabilities.

14. RECEIVER

14.1 Appointment of Receiver

- (a) Except as provided below, the Security Agent may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (i) this Security has become enforceable; or
 - (ii) a Chargor so requests the Security Agent in writing at any time.
- (b) Any appointment under paragraph (a) above shall be by deed, under seal or in writing under its hand.
- (c) Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- (d) The Security Agent is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- (e) The Security Agent shall not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Security Agent is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

14.2 Removal

The Security Agent may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and

may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

14.3 Remuneration

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

14.4 Agent of each Chargor

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

14.5 Relationship with Security Agent

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

15. POWERS OF RECEIVER

15.1 General

- (a) A Receiver has all of the rights, powers and discretions set out below in this Clause 15 in addition to those conferred on it by any law. This includes:
 - (i) in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and
 - (ii) otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

15.2 Possession

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

15.3 Carry on business

A Receiver may carry on any business of any Chargor in any manner it thinks fit.

15.4 Employees

- (a) A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as it thinks fit.

- (b) A Receiver may discharge any person appointed by any Chargor.

15.5 Borrow money

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

15.6 Sale of assets

- (a) A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which it thinks fit.
- (b) The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which it thinks fit.
- (c) Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the relevant Chargor.

15.7 Leases

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

15.8 Compromise

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

15.9 Legal actions

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

15.10 Receipts

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

15.11 Subsidiaries

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

15.12 Delegation

A Receiver may delegate its powers in accordance with this Deed.

15.13 Lending

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

15.14 Protection of assets

A Receiver may:

- (a) effect any repair or insurance and do any other act which any Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;
- (b) commence and/or complete any building operation or other works; and
- (c) apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as it thinks fit.

15.15 Other powers

A Receiver may:

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

16. APPLICATION OF PROCEEDS

All amounts from time to time received or recovered by the Security Agent or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of this Security shall be held by the Security Agent on trust and applied at any time in the order of priority set out in clause 30 (Application of Proceeds) of the Subscription Agreement.

This Clause 16 is subject to the payment of any claims having priority over this Security.
This Clause 16 does not prejudice the right of any Secured Party to recover any shortfall from any Chargor.

17. DELEGATION

17.1 Power of Attorney

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

17.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent or that Receiver (as the case may be) may think fit.

17.3 Liability

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

18. POWER OF ATTORNEY

- (a) Each Chargor, by way of security, irrevocably and severally appoints the Security Agent, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of that Chargor to:
 - (i) prior to the occurrence of an Event of Default which is continuing execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case, which a Chargor is required to do pursuant to this Deed but has failed to do provided that the Company has been given 5 Business Days' notice of the intention of the Security Agent or relevant attorney to take such action and the relevant Chargor has not rectified such failure within the 5 Business Day period ; and
 - (ii) following the occurrence of an Event of Default which is continuing, execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case, which may be required or which any attorney may, in its absolute discretion, deem necessary for carrying out any obligation of that Chargor under or pursuant to this Deed or generally for enabling the Security Agent or any Receiver to exercise the respective powers conferred on them under this Deed or by law.
- (b) Each Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause 18.

19. MISCELLANEOUS

19.1 Continuing Security

This Security and the covenants and undertakings and provisions contained in this Deed shall remain in force as a continuing security to the Security Agent (for itself and on trust for the other Secured Parties) notwithstanding any intermediate payment, settlement of account or any other act, event or matter whatsoever, except only by the execution by or on behalf of the Security Agent of an absolute and unconditional release or the execution by or on behalf of the Security Agent of a receipt for all (and not par only) of the Secured Liabilities, which receipt the Security Agent is hereby authorised to execute on behalf of all other persons to whom any of the Secured Liabilities are due, owing or payable.

19.2 New Accounts

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

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

19.3 Time deposits

Without prejudice to any right of set-off any Secured Party may have under any other Finance Document or otherwise, if any time deposit matures on any account a Chargor has with any Secured Party within the Security Period when:

- (a) this Security has become enforceable; and
- (b) no Secured Liability is due and payable,

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

19.4 Notice to Chargor

This Deed constitutes notice in writing to each Chargor of any charge or assignment by way of security that may at any time be created or made under any Security Document by any member of the Group in respect of any obligation or liability under any agreement, instrument or other document to which that member of the Group is a party.

19.5 Release of Chargor's rights

If the shares in an Obligor are disposed of as a result of enforcement of this Security, each Chargor irrevocably authorises the Security Agent (on behalf of that Chargor and without requiring any authority or consent from any Obligor or Secured Party) to release (in whole or in part) that Obligor (and any Subsidiary of that Obligor) from the liabilities and obligations (present and future, actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) it may have to that Chargor under or in connection with the Finance Documents as a result of that Chargor being a guarantor or security provider (including, without limitation, any liabilities and obligations arising by way of indemnity, contribution or subrogation).

20. RELEASE

At the end of the Security Period and upon proof being given to the satisfaction of the Security Agent as to the full, final, irrevocable and unconditional payment or discharge by the Chargor of all of the Secured Liabilities, the Security Agent shall, at the request and cost of a Chargor (and without any further instruction or direction from the Finance Parties), but without any warranty or liability of or recourse to the Security Agent take whatever action is necessary to release, re-convey, re-transfer or re-assign (as appropriate) its Security Assets from this Security and to re-deliver to the relevant Chargor any deeds, documents or otherwise deposited with the Security Agent pursuant to this Deed.

21. GOVERNING LAW

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

22. JURISDICTION

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a **Dispute**).
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause is for the benefit of the Security Agent only. As a result, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.

This Deed has been executed as a deed and delivered by each Chargor on the date stated at the beginning of this Deed.

SCHEDULE 1**CHARGORS**

Name of Chargor	Registered number or equivalent	Jurisdiction of incorporation
Henry Family Investments Limited	08586484	England and Wales
WR Hatfield Limited	07676927	England and Wales
RN Hatfield Limited	07677546	England and Wales
MG Hatfield Limited	07676942	England and Wales
Christoforou Investments Limited	08586526	England and Wales
Bhasin Investments Limited	08586503	England and Wales
Fusion Cardiff Metropolitan Holdings Limited	09599616	England and Wales
Fusion Cardiff Metropolitan Limited	08974271	England and Wales
Fusion Froomsgate Limited	08732696	England and Wales
Fusion Newcastle Central Limited	08953139	England and Wales
Fusion Nottingham Central LLP	OC372495	England and Wales
Fusion Cardiff Metropolitan Management Limited	09625115	England and Wales
Fusion Bristol Central Management Limited	09588009	England and Wales
Fusion Newcastle Central Management Limited	09846595	England and Wales
Fusion Nottingham Central Management LLP	OC402583	England and Wales

SCHEDULE 2
SECURITY ASSETS

PART 1
REAL PROPERTY

PROPERTY (LAND REGISTRY DESCRIPTION)	TENURE	QUALITY OF TITLE	TITLE NUMBER	LEGAL OWNER	COMPANY REGISTERED NUMBER
Eclipse, Cardiff, CF24 0SP	Freehold	Absolute	CYM425817	Fusion Cardiff Metropolitan Limited	England and Wales 08974271
	Leasehold	Absolute	CYM722668	Fusion Cardiff Metropolitan Management Limited	England and Wales 09625115
Nova, Nottingham, NG1 5HD	Freehold	Absolute	NT319352	Fusion Nottingham Central LLP	England and Wales OC372495
	Leasehold	Absolute	NT533168	Fusion Nottingham Central Management LLP	England and Wales OC402583
Fusion Tower, Bristol, BS1 2QJ	Freehold	Absolute	BL5287	Fusion Froomsgate Limited	England and Wales 08732696
	Leasehold	Absolute	BL139445	Fusion Bristol Central Management Limited	England and Wales 09588009
Plummer House, Newcastle, NE1 6NF	Freehold	Absolute	TY433706	Fusion Newcastle Central Limited	England and Wales 08953139
	Leasehold	Absolute	TY542391	Fusion Newcastle Central Management Limited	England and Wales 09846595

PART 2

SHARES

CHARGOR	NUMBER OF SHARES	DENOMINATION AND CLASS OF SHARES	NAME OF ISSUER
Bhasin Investments Limited (company number 08586503)	125	Ordinary shares of £0.0001 each	Fusion Froomsgate Limited (company number 08732696)
Christoforou Investments Limited (company number 08586526)	375	Ordinary shares of £0.0001 each	Fusion Froomsgate Limited (company number 08732696)
MG Hatfield Limited (company number 07676942)	500	Ordinary shares of £0.0001 each	Fusion Froomsgate Limited (company number 08732696)
RN Hatfield Limited (company number 07677546)	2,250	Ordinary shares of £0.0001 each	Fusion Froomsgate Limited (company number 08732696)
WR Hatfield Limited (company number 07676927)	3,375	Ordinary shares of £0.0001 each	Fusion Froomsgate Limited (company number 08732696)
Henry Family Investments Limited (company number 08586484)	3,375	Ordinary shares of £0.0001 each	Fusion Froomsgate Limited (company number 08732696)
Fusion Froomsgate Limited (company number 08732696)	10	Ordinary shares of £1.00 each	Fusion Bristol Central Management Limited (company number 09588009)
Bhasin Investments Limited (company number 08586503)	125	Ordinary shares of £0.001 each	Fusion Newcastle Central Limited (company number 08953139)
Christoforou Investments Limited (company number 08586526)	375	Ordinary shares of £0.001 each	Fusion Newcastle Central Limited (company number 08953139)
MG Hatfield Limited (company number 07676942)	500	Ordinary shares of £0.001 each	Fusion Newcastle Central Limited (company number 08953139)

RN Hatfield Limited (company number 07677546)	2,250	Ordinary shares of £0.001 each	Fusion Newcastle Central Limited (company number 08953139)
WR Hatfield Limited (company number 07676927)	3,375	Ordinary shares of £0.001 each	Fusion Newcastle Central Limited (company number 08953139)
Henry Family Investments Limited (company number 08586484)	3,375	Ordinary shares of £0.001 each	Fusion Newcastle Central Limited (company number 08953139)
Fusion Newcastle Central Limited (company number 08953139)	10	Ordinary shares of £1.00 each	Fusion Newcastle Central Management Limited (company number 09846595)
Bhasin Investments Limited (company number 08586503)	200	Ordinary shares of £0.01 each	Fusion Cardiff Metropolitan Holdings Limited (company number 09599616)
Christoforou Investments Limited (company number 08586526)	300	Ordinary shares of £0.01 each	Fusion Cardiff Metropolitan Holdings Limited (company number 09599616)
MG Hatfield Limited (company number 07676942)	500	Ordinary shares of £0.01 each	Fusion Cardiff Metropolitan Holdings Limited (company number 09599616)
RN Hatfield Limited (company number 07677546)	2,250	Ordinary shares of £0.01 each	Fusion Cardiff Metropolitan Holdings Limited (company number 09599616)
WR Hatfield Limited (company number 07676927)	3,375	Ordinary shares of £0.01 each	Fusion Cardiff Metropolitan Holdings Limited (company number 09599616)
Henry Family Investments Limited (company number 08586484)	3,375	Ordinary shares of £0.01 each	Fusion Cardiff Metropolitan Holdings Limited (company number 09599616)
Fusion Cardiff Metropolitan Limited (company number 08974271)	10	Ordinary shares of £1.00 each	Fusion Cardiff Metropolitan Holdings Limited (company

			number 09599616)
Fusion Cardiff Metropolitan Management Limited (company number 09625115)	10	Ordinary shares of £1.00 each	Fusion Cardiff Metropolitan Limited (company number 08974271)

SCHEDULE 3
FORMS OF LETTER FOR OCCUPATIONAL TENANTS

PART 1

NOTICE TO OCCUPATIONAL TENANT

To: [Occupational tenant]

Copy: [Security Agent] (as Security Agent as defined below)

Dated:

Dear Sirs,

Re: [Property address]

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

We refer to the lease dated [] and made between [] and [] (the **Lease**).

This letter constitutes notice to you that under the Security Agreement we have assigned absolutely (subject to a proviso for re-assignment on redemption) to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights under the Lease.

We confirm that:

- (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Security Agent or as it directs.

We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the Lease to our account at [], Account No. [], Sort Code [] (the **Rent Collection Account**).

The instructions in this letter apply until you receive notice from the Security Agent to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [●] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)
[Chargor]

PART 2

ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To: [Security Agent] (as Security Agent)

Attention: []

Dated:

Dear Sirs,

Re: [Property address]

**Security Agreement dated [] between [Chargor]
and [Security Agent] (the Security Agreement)**

We confirm receipt from [Chargor] (the **Chargor**) of a notice dated [] (the **Notice**) in relation to the Lease (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease;
- (c) must pay all rent and all other moneys payable by us under the Lease into the Rent Collection Account (as defined in the Notice); and
- (d) must continue to pay those moneys into the Rent Account (as defined in the Notice) until we receive your written instructions to the contrary.

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

Yours faithfully,

.....
For
[Occupational tenant]

SCHEDULE 4

FORMS OF LETTER FOR ACCOUNT BANK

PART 1

NOTICE TO ACCOUNT BANK

To: [Account Bank]

Copy: [Security Agent] (as Security Agent)

Dated:

Security Agreement dated [] between []
and [] (the Security Agreement)

This letter constitutes notice to you that under the Security Agreement we (the **Chargor**) have charged (by way of a first fixed charge) in favour of [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of the account maintained by us with you (Account no. [] sort code []) (the **Restricted Account**), any amount standing to the credit of that account and the debt represented by that account.

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to the Restricted Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to the Restricted Account received by you from the Security Agent;
- (c) hold all sums standing to the credit of the Restricted Account to the order of the Security Agent; and
- (d) pay or release any sum standing to the credit of the Restricted Account in accordance with the written instructions of the Security Agent.

We are not permitted to withdraw any amount from the Restricted Account without the prior written consent of the Security Agent.

We acknowledge that you may comply with the instructions in this letter without any further permission from us or enquiry by you.

The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at [●] with a copy to us.

Yours faithfully

.....
(Authorised Signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF ACCOUNT BANK

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

Dated:

**Security Agreement dated [] between []
and [] (the Security Agreement)**

We confirm receipt from [] (the **Chargor**) of a notice dated [] of a charge upon the terms of the Security Agreement over all the rights of the Chargor to its account with us (Account no. [], sort code []) (the **Restricted Account**), any amount standing to the credit of that account and the debt represented by that account.

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice;
- (b) have not received notice of the interest of any third party in the Restricted Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of the Restricted Account; and
- (d) will not permit any amount to be withdrawn from the Restricted Account without your prior written consent.

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

Yours faithfully

.....
(Authorised signatory)

[Account Bank]

SCHEDULE 5
FORMS OF LETTER FOR RELEVANT CONTRACTS

PART 1

NOTICE TO COUNTERPARTY

To: [Counterparty]

Copy: [Security Agent] (as Security Agent)

Dated:

**Security Agreement dated [] between []
and [] (the Security Agreement)**

This letter constitutes notice to you that under the Security Agreement we have assigned by way of security to [Security Agent] (as trustee for the Secured Parties as referred to in the Security Agreement, the **Security Agent**) all our rights in respect of [*insert details of Contract*] (the **Contract**).

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract and you should continue to make payments and send communications under the Contract to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all payments shall be made and all communications shall be sent, to the Security Agent or as it directs. The contact details for the Security Agent are as set out below or as otherwise notified to you from time to time by it. However, we have agreed with the Security Agent that in no event will we amend or waive any provision of, or terminate, the Contract without its prior consent.

We irrevocably instruct and authorise you to disclose to the Security Agent any information relating to the Contract requested from you by the Security Agent.

The instructions in this letter may not be revoked or amended without the prior consent of the Security Agent and you may comply with them without further permission from us or enquiry by you.

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

Please acknowledge receipt of this letter by signing the attached acknowledgement and returning it to the Security Agent at [●], with a copy to us.

Yours faithfully

.....
(Authorised signatory)

[Chargor]

PART 2

ACKNOWLEDGEMENT OF COUNTERPARTY

To: [Security Agent] (as Security Agent)

Copy: [Chargor]

Dated:

**Security Agreement dated [] between []
and [] (the Security Agreement)**

We confirm receipt from [] (the **Chargor**) of a notice dated [] of an assignment on the terms of the Security Agreement of all the Chargor's rights in respect of [*insert details of the Contract*] (the **Contract**).

We confirm that we:

- (a) accept the instructions contained in the notice and agree to comply with the notice; and
- (b) will make payments and send communications under the Contract as directed in that notice.

We confirm that no amount payable by us under the Contract is subject to any set-off, counterclaim or other similar right and we will not exercise or claim any such right.

We also confirm that we have not received notice of the interest of any third party in the Contract.

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

Yours faithfully

.....
(Authorised signatory)

[Contract counterparty]

SCHEDULE 6

FORMS OF LETTER FOR INSURANCES

PART 1

NOTICE OF ASSIGNMENT

(for attachment by way of endorsement to the insurance policies)

To: [Insurer]

Copy: [Security Agent] (as Security Agent)

[Date]

Dear Sirs,

**Security Agreement dated [] between []
and [] (the Security Agreement)**

1. This letter constitutes notice to you that under the Security Agreement, we have assigned in favour of the Security Agent as first priority assignee all amounts payable to it under or in connection with an Insurance (as defined in the Security Agreement) taken out with you by or on behalf of it or under which it has a right to claim as set out below and all of its rights in connection with those amounts.

Policy Name	Policy Number
[●]	[●]

2. A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of an Obligor to a third party.
3. We confirm that as the security under the Security Agreement has become enforceable and as a result, in accordance with the terms of the Security Agreement:
 - (a) all amounts payable to us under [each] such Insurance must be paid to the Security Agent; and
 - (b) any of our rights in connection with those amounts will be exercisable by, and notices must be given to, the Security Agent or as it directs.
4. We confirm that:
 - (a) we will remain liable under [each] such Insurance to perform all the obligations assumed by us under [the] [that] Insurance; and
 - (b) none of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of [any] such Insurance.

5. The instructions in this letter may not be revoked or amended without the prior written consent of the Security Agent.
6. On receipt of this notice, please note on the relevant Insurances the Security Agent's interest as loss payee of those amounts and rights set out in paragraphs 3(a) and (b) above.
7. Please send to the Security Agent at [●], with a copy to us, the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.
8. We acknowledge that you may comply with the instructions in this letter without any further permission from us and without any enquiry by you as to the justification for or validity of any request, notice or instruction.
9. This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....

(Authorised signatory)

[Chargor]

PART 2

LETTER OF UNDERTAKING

To: [Security Agent] (as Security Agent)

Copy: [Chargor] (the **Chargor**)

[Date]

Dear Sirs,

**Security Agreement dated [] between []
and [] (the Security Agreement)**

1. We confirm receipt from the Chargor of a notice dated [●] (the **Notice**) of an assignment by it upon the terms of the Security Agreement of all amounts payable to it under or in connection with any Insurance (as defined in the Security Agreement) taken out with us by or on behalf of it or under which it has a right to claim, including but not limited to the insurance policies set out below, and all of its rights in connection with those amounts.

Policy Name	Policy Number
[●]	[●]

2. A reference in this letter to any amounts excludes all amounts received or receivable under or in connection with any third party liability insurance and required to settle a liability of an Obligor to a third party.
3. We confirm receipt from the Chargor of the Notice that security has become enforceable under the Security Agreement in accordance with the terms of the Security Agreement, and therefore agree and acknowledge:
- (a) the instructions contained in the Notice and agree to comply with the Notice;
 - (b) that all amounts payable to the Chargor under [each] such Insurance must be paid to the Security Agent; and
 - (c) any of the rights of the Chargor in connection with those amounts will be exercisable by, and notices must be given to, the Security Agent or as it directs.

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

Yours faithfully,

.....

(Authorised signatory)

For [Insurer]

SIGNATORIES

EXECUTED and DELIVERED as a DEED)
by)
U.S. BANK TRUSTEES LIMITED)
acting by:)

Authorised signatory

[Redacted Signature]

Chris Hobbs
Authorised Signatory

Authorised signatory

[Redacted Signature]

Michael Leong
Authorised Signatory

EXECUTED as a deed by FUSION NOTTINGHAM CENTRAL LLP
acting by

Sean McKeown

duly authorised by BHASIN INVESTMENTS LIMITED
to sign on its behalf as member of
FUSION NOTTINGHAM CENTRAL LLP
in the presence of:

Witness's Signature

Name:

CAROLINE SAUL

Address:

Osborne Clarke LLP

2 Temple Back East

Temple Quay

Bristol

BS1 6EG

EXECUTED as a deed by FUSION NOTTINGHAM CENTRAL LLP
acting by

Sean McKeown

duly authorised by CHRISTOFOROU INVESTMENTS LIMITED
to sign on its behalf as member of
FUSION NOTTINGHAM CENTRAL LLP
in the presence of:

Witness's Signature

Name:

CAROLINE SAUL

Address:

Osborne Clarke LLP

2 Temple Back East

Temple Quay

Bristol

BS1 6EG

EXECUTED as a deed by FUSION NOTTINGHAM CENTRAL MANAGEMENT LLP
acting by

Sean McKeown

duly authorised by FUSION NOTTINGHAM CENTRAL LLP
to sign on its behalf as member of
FUSION NOTTINGHAM CENTRAL
MANAGEMENT LLP
in the presence of:

Witness's Signature

Name:

CAROLINE SAUL

Address:

Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG

EXECUTED as a deed by FUSION NOTTINGHAM CENTRAL MANAGEMENT LLP
acting by

Sean McKeown

duly authorised by BHASIN INVESTMENTS LIMITED
to sign on its behalf as member of
FUSION NOTTINGHAM CENTRAL
MANAGEMENT LLP
in the presence of:

Witness's Signature

Name:

CAROLINE SAUL

Address:

Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG

EXECUTED as a deed by **HENRY FAMILY INVESTMENTS LIMITED**

acting by Sean McKeown, a director

in the presence of: _____

)
)
) Director

Witness's Signature

Name:

CAROLINE SAUL

Address:

Osborne Clarke LLP

2 Temple Back East

Temple Quay

Bristol

BS1 6EG

EXECUTED as a deed by **WR HATFIELD LIMITED**

acting by Sean McKeown, a director

in the presence of: _____

)
)
) Director

Witness's Signature

Name:

CAROLINE SAUL

Address:

Osborne Clarke LLP

2 Temple Back East

Temple Quay

Bristol

BS1 6EG

EXECUTED as a deed by **RN HATFIELD LIMITED**

acting by Sean McKeown, a director

in the presence of: _____

)
)
) Director

Witness's Signature

Name:

CAROLINE SAUL

Address:

Osborne Clarke LLP

2 Temple Back East

Temple Quay

Bristol

BS1 6EG

EXECUTED as a deed by MG HATFIELD LIMITED
acting by Sean McKeown, a director

in the presence of: _____

)
)
)
) Director

Witness's Signature

Name: CAROLINE SAUL

Address: Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG

EXECUTED as a deed by CHRISTOFOROU INVESTMENTS LIMITED
acting by Sean McKeown, a director

in the presence of: _____

)
)
) Director

Witness's Signature

Name: CAROLINE SAUL

Address: Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG

EXECUTED as a deed by BHASIN INVESTMENTS LIMITED
acting by Sean McKeown, a director

in the presence of: _____

)
)
) Director

Witness's Signature

Name: CAROLINE SAUL

Address: Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG

EXECUTED as a deed by **FUSION CARDIFF METROPOLITAN HOLDINGS LIMITED**

acting by Sean McKeown, a director

in the presence of: _____

)
)
) Director

Witness's Signature

Name:

CAROLINE SAUL

Address:

Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG

EXECUTED as a deed by **FUSION CARDIFF METROPOLITAN LIMITED**

acting by Sean McKeown, a director

in the presence of: _____

)
)
) Director

Witness's Signature

Name:

CAROLINE SAUL

Address:

Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG

EXECUTED as a deed by **FUSION FROMSGATE LIMITED**

acting by Sean McKeown, a director

in the presence of: _____

)
)
) Director

Witness's Signature

Name:

CAROLINE SAUL

Address:

Osborne Clarke LLP
2 Temple Back East
Temple Quay
Bristol
BS1 6EG

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EXECUTED as a deed by FUSION NEWCASTLE CENTRAL MANAGEMENT LIMITED

acting by _____, a director

in the presence of: Donna McKeown

Witness's Signature

Name:

Address:

CAROLINE JAY

Osborne Clarke LLP

2 Temple Back East

Temple Quay

Bristol

BS1 6EG