



**Registration of a Charge**

Company name: **TELEPHONE HOUSE MANAGEMENT LIMITED**  
Company number: **08953278**



X8W7TFG9

Received for Electronic Filing: **08/01/2020**

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**Details of Charge**

Date of creation: **31/12/2019**  
Charge code: **0895 3278 0002**  
Persons entitled: **NATIONAL WESTMINSTER BANK PLC**  
Brief description: **SEE CLAUSE 3.4(A) THAT CREATES A FIXED CHARGE OVER ALL RIGHTS (AS DEFINED IN THE CHARGE) IN PROPERTY (ALSO DEFINED THE CHARGE) WHICH IT HAS NOW AND WHICH IT OBTAINS IN THE FUTURE. SEE CLAUSE 3.4(I) THAT CREATES A FIXED CHARGE OVER ALL RIGHTS (AS DEFINED IN THE CHARGE) IN INTELLECTUAL PROPERTY (ALSO DEFINED THE CHARGE) WHICH IT HAS NOW AND WHICH IT OBTAINS IN THE FUTURE. SEE CLAUSE 3.4 FOR A FIXED CHARGE OVER ALL RIGHTS IN ASSETS OF THE CHARGOR WHICH IT HAS NOW AND WHICH IT OBTAINS IN THE FUTURE.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

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

## Authentication of Instrument

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

Certified by: **NORTON ROSE FULBRIGHT LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8953278

Charge code: 0895 3278 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st December 2019 and created by TELEPHONE HOUSE MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th January 2020 .

Given at Companies House, Cardiff on 9th January 2020

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

Dated 31 December 2019

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**MA TELEPHONE HOUSE LIMITED (PREVIOUSLY NAMED BARROWGATE  
PROPERTIES LIMITED)**

and

**TELEPHONE HOUSE MANAGEMENT LIMITED**

as Chargors

**NATIONAL WESTMINSTER BANK PLC**

as Security Agent

I certify that, save for material  
redacted pursuant to s.859G  
of the Companies Act 2006,  
this copy instrument is a correct copy  
of the original instrument.

Sign & Dated *Norton Rose*

**GUARANTOR DEBENTURE**

*Fulbright*  
*7 January*  
*2020*

^  
**NORTON ROSE FULBRIGHT**

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**THIS DEED** is dated 31 December 2019 and made between:

- (1) **MA Telephone House Limited (previously named Barrowgate Properties Limited)**, a private limited company registered in England and Wales with registered number 03128043;
- (2) **Telephone House Management Limited**, a private limited company registered in England and Wales with registered number 08953278 (together with MA Telephone House Limited, the **Chargors** and each a **Chargor**); and
- (3) **National Westminster Bank Plc (the Security Agent)**.

**IT IS AGREED** as follows:

## **Interpretation**

### **1 Definitions and interpretation**

#### **Definitions**

##### **1.1 In this Deed:**

**Administrative Receiver** means one or more administrative receivers appointed, or to be appointed, under this Deed

**Administrator** means one or more administrators appointed, or to be appointed, under this Deed

**Assigned Assets** means those assets which are from time to time the subject of clause 3.3

**Charged Assets** means the Fixed Charge Assets and the Floating Charge Assets

**Debt** means a monetary claim of any kind (whether present, future or contingent and whether originally owing to the person entitled to it or acquired by that person from someone else) and all Rights (including Security) connected with it

**Default Rate** means the rate specified in clause 8.4 (*Default interest*) of the Facility Agreement

**Disposal** means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security

**Disposal Proceeds** means the proceeds payable to or received by a Chargor following a Disposal by a Chargor including but not limited to any Disposal of Property

**Enforcement Time** means any time at which an Event of Default has occurred and is continuing

**Equipment** means any plant, machinery, vehicles and other equipment used in a business, except equipment of a type which is disposed of in the ordinary course of trading and all warranties and other Rights relating to them

**Facility Agreement** means the facility agreement dated 20 August 2019 between, amongst others, BE Propco 7 Limited (now named MA Telephone House Holdings Limited) as borrower and the Security Agent, as amended and restated pursuant to an amendment and restatement agreement dated on or about the date of this Deed, as it may from time to time be further amended, restated, novated or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties)

**Finance Party Security** means the Security created by this Deed and any other existing or future Security granted by a Chargor to the Security Agent to secure the payment and discharge of Secured Obligations

**Finance Party Security Document** means a document creating or evidencing Finance Party Security

**Fixed Charge Assets** means those assets which are from time to time the subject of clauses 3.2, 3.4 and 3.6

**Floating Charge Assets** means those assets which are from time to time the subject of clause 3.5

**Insolvency Event**, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction

**Insolvency Legislation** means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and
- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation

**Insurance Proceeds** means the proceeds of any insurance taken out in relation to the Property



**Intellectual Property means:**

- (a) any intellectual property acquired by a Chargor after the date of this Deed which is designated as Intellectual Property by the relevant Chargor and the Security Agent at or about the time of its acquisition; and
- (b) all other copyright (including rights in computer software), patents, trade marks, trade names, service marks, business names (including internet domain names), design rights, database rights, semi-conductor topography rights and all other intellectual property or similar proprietary rights (whether registered or not and including applications to register or rights to apply for registration) which, in each case, are of a type which are not disposed of in the ordinary course of trading

**Investment means:**

- (a) an investment described in **Error! Reference source not found.** (*Investments*);
- (b) any shares or loan capital held in a Subsidiary;
- (c) any investment acquired by a Chargor after the date of this Deed which is designated as an investment by the relevant Chargor and the Security Agent at or about the time of its acquisition; and
- (d) any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,

and any accretions to them and other Rights arising in connection with them

**Key Account means:**

- (a) an account described in Schedule 5 (*Key Accounts*);
- (b) any account that replaces an account described in Schedule 5 (*Key Accounts*);
- (c) any account established after the date of this Deed by a Chargor which is designated as a Key Account by the relevant Chargor and the Security Agent at or about the time of its establishment;
- (d) any Existing Accounts which are not closed by the Existing Accounts Longstop Date; and
- (e) any other account with a bank or financial institution which cannot be drawn on by the account holder in the ordinary course of its trading without the consent of the Security Agent

**Key Contract** means:

- (a) a contract described in Schedule 4 (*Key Contracts*);
- (b) any contract that amends or replaces a contract described in Schedule 4 (*Key Contracts*); and
- (c) any contract entered into by a Chargor after the date of this Deed which is designated as a Key Contract by the relevant Chargor and the Security Agent at or about the time it was entered into

**Obligations**, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- (a) to pay money or to perform (or not to perform) any other act;
- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner; or
- (f) originally owing to the person claiming performance or acquired by that person from someone else

**Officer**, in relation to a person, means any officer, employee or agent of that person

**Property** means:

- (a) the property listed in Schedule 2 (*Property*);
- (b) any other freehold, leasehold or commonhold land owned by a Chargor;
- (c) any estate or interest in, and any Rights attaching or relating to, that property; and
- (d) any buildings, fixtures and fittings (including trade fixtures and fittings) and other equipment attached to, situated on or forming part of that property

**Receiver** means an Administrative Receiver or a Specific Receiver

**Right** means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary

**Secured Assets** means the Charged Assets and the Assigned Assets

**Secured Obligations** means all present and future Obligations (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document

**Specific Receiver** means one or more receivers or managers appointed, or to be appointed, under this Deed who is not an Administrative Receiver

**Third Parties Act** means the Contracts (Rights of Third Parties) Act 1999

**VAT** means value added tax.

### **Interpretation**

#### **1.2 In this Deed:**

- (a) unless the context requires or unless otherwise defined or specified, words and expressions defined in the Facility Agreement shall have the same meaning;
- (b) the interpretative provisions in clause 1.3 (*Currency symbols and definitions*) of the Facility Agreement shall apply, mutatis mutandis, in this Deed;
- (c) the table of contents, the summary and the headings are inserted for convenience only and do not affect the interpretation of this Deed;
- (d) references to clauses and schedules are to clauses of, and schedules to, this Deed;
- (e) references to the Facility Agreement, any Finance Document or any other document are to that document as from time to time amended, restated, novated or replaced, however fundamentally;
- (f) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity;
- (g) references to a person include its successors in title, permitted assignees and permitted transferees;
- (h) words importing the plural include the singular and vice versa; and
- (i) references to any enactment include that enactment as amended or re-enacted; and, if an enactment is amended, any provision of this Deed which refers to that enactment will be amended in such manner as the Security Agent, after consultation with the Chargors, determines to be necessary in order to preserve the intended effect of this Deed.

#### **1.3 The Obligations of the Chargors under this Deed are joint and several.**

- 1.4 Where this Deed imposes an obligation on a Chargor to do something if required or requested by the Security Agent, it will do so as soon as practicable after it becomes aware of the requirement or request.
- 1.5 It is intended that this document takes effect as a deed even though the Security Agent may only execute it under hand.
- 1.6 This Deed may be executed in counterparts.
- 1.7 The provisions of any other Finance Document relating to:
- (a) any disposition of an interest in land; or
  - (b) any obligation of the Lenders to make further advances,
- are deemed to be incorporated in this Deed.
- 1.8 Where a definition of a type of asset in clause 1.1 contains a number of categories, each category will be construed as separate from each other category.

#### **Third party rights**

- 1.9 The Rights conferred on each Receiver and on each Officer of the Security Agent or a Receiver under clauses 15 (*Expenses, liability and indemnity*) and 16 (*Payments*) are enforceable by each of them under the Third Parties Act.
- 1.10 No other term of this Deed is enforceable under the Third Parties Act by anyone who is not a party to this Deed.
- 1.11 The parties to this Deed may terminate this Deed or vary any of its terms without the consent of any third party. However, they may not terminate this Deed or vary any of its terms if this would have the effect of terminating or adversely affecting:
- (a) the Rights of a Finance Party under this Deed without its consent; or
  - (b) the Rights of a Receiver or of an Officer of the Security Agent or a Receiver under this Deed without its consent, but only to the extent that it has notified the Security Agent that it intends to enforce that clause at the time of the termination or variation.
- 1.12 The provisions of clause 42 (*Contractual recognition of bail-in*) of the Facility Agreement apply to this Deed as if set out in it but with all necessary changes and as if references to Finance Documents referred to this Deed.

## **Security**

### **2 Payment of Secured Obligations**

Each Chargor will pay or otherwise discharge the Secured Obligations when they become due for payment or discharge.

### **3 Charges**

3.1 The charges and assignments contained in this clause 3:

- (a) are given to the Security Agent as trustee for the Secured Parties;
- (b) secure the payment and discharge of the Secured Obligations; and
- (c) are given with full title guarantee.

3.2 Each Chargor charges, by way of first legal mortgage the Property and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances).

3.3 Each Chargor which is not at the time of the assignment a large enterprise or a special purpose vehicle assigns all receivables which it now owns and all receivables which it obtains at any time in the future if they are subject to a prohibition, condition or other restriction on their assignment (those expressions having the meanings given to them in The Business Contract Terms (Assignment of Receivables) Regulations 2018).

3.4 Each Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:

- (a) Property, other than that charged under clause 3.2;
- (b) Equipment;
- (c) Investments;
- (d) Key Contracts;
- (e) Key Accounts;
- (f) Rental Income and any guarantee of Rental Income;
- (g) Insurance Proceeds;
- (h) Disposal Proceeds;

- (i) Intellectual Property;
- (j) Debts, other than those assigned under clause 3.3; and
- (k) goodwill and uncalled capital,

and in any Rights accruing to, derived from or otherwise connected with them (including insurances and proceeds of Disposal and of insurances).

3.5 Each Chargor charges, by way of first floating charge, its undertaking and all its present and future assets other than those effectively charged under clauses 3.2 or 3.4 or assigned under clause 3.3.

3.6 The Security Agent may convert all or part of the floating charge created by each Chargor under clause 3.5 into a fixed charge by giving notice to that effect to the Chargor concerned and specifying the identity of the assets concerned. This may be done on one or more occasion, but only (a) during an Enforcement Time or (b) if the Security Agent reasonably considers that its Security over the assets concerned is in jeopardy and that it is necessary to do so to protect or preserve its Security.

#### **4 Set-off**

4.1 A Finance Party may set off any matured Secured Obligation due from a Chargor (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Chargor, regardless of the place of payment, booking branch or currency of either obligation.

4.2 If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of trading for the purpose of the set-off.

4.3 These Rights are in addition to the Security conferred on the Security Agent under this Deed.

#### **5 Restrictions**

5.1 The Key Accounts are established on the basis that the present and future Rights of the Chargor in the Key Accounts are personal to the Chargor and cannot be the subject of a Disposal or of Security unless the Security Agent agrees to the contrary.

5.2 Each Chargor will ensure that the restrictions contained in this clause 5 are complied with unless the Security Agent agrees to the contrary.

5.3 No Security will exist over, or in relation to, any Secured Asset other than as expressly permitted under the Facility Agreement (and subject to its terms).

- 5.4 There will be no Disposal of any Fixed Charge Asset other than as expressly permitted under the Facility Agreement (and subject to its terms).
- 5.5 There will be no Disposal of any Floating Charge Asset other than other than as expressly permitted under the Facility Agreement (and subject to its terms).
- 5.6 There will be no Disposal of any Assigned Asset other than as expressly permitted under the Facility Agreement (and subject to its terms).

## **6 Perfection**

### **General action**

- 6.1 Each Chargor will, at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry, an asset registry or otherwise), deposit all such documents and do all such other things as the Security Agent may require from time to time in order to:
- (a) ensure that it has an effective first-ranking fixed charge (or, in the case of Property then owned by that Chargor, a charge by way of legal mortgage) over the Fixed Charge Assets;
  - (b) ensure that it has an effective first-ranking assignment by way of security over the Assigned Assets;
  - (c) ensure that it has an effective first-ranking floating charge over the Floating Charge Assets; and
  - (d) facilitate the enforcement of the Finance Party Security, the realisation of the Secured Assets or the exercise of any Rights held by the Security Agent or any Receiver or Administrator under or in connection with the Finance Party Security.
- 6.2 The scope of clause 6.1 is not limited by the specific provisions of the rest of this clause 6 or by any other provision of the Finance Party Security Documents.

### **Notification**

- 6.3 If, after the date of this Deed, a Chargor acquires (a) Rights in Property, (b) a new Subsidiary or (c) Rights in any other material asset (including contracts), it will notify the Security Agent as soon as reasonably practicable and will provide it with such information about the acquisition as the Security Agent may reasonably require.

## Property

6.4 If required to do so by the Security Agent, each Chargor will execute a first charge by way of legal mortgage over any Property in England and Wales owned by it at that time which is not already the subject of such a charge in favour of the Security Agent in any form which the Security Agent may reasonably require.

6.5 Each Chargor agrees to the entry of the following restriction in the proprietorship register of the title to any Property in England and Wales which now or in the future is the subject of a charge by way of legal mortgage in favour of the Security Agent and which is, or is required to be, registered at the 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 [date of this Deed] in favour of [National Westminster Bank Plc] of [address for service] referred to in the Charges Register."

6.6 If any Property in which a Chargor has Rights now or in the future is required to be registered at the Land Registry, the Chargor will, within the relevant priority period under the Land Charges Act 1972:

- (a) apply to the Land Registry for first registration of the title to that Property and registration of that Chargor as proprietor of that Property and notify the Security Agent of its title number; and
- (b) if so required by the Security Agent, create a first charge by way of legal mortgage over that Property in favour of the Security Agent or, if not so required, procure that this Deed is noted in the charges register of that Property.

6.7 If any Property in which a Chargor has Rights is already registered when those Rights are acquired, that Chargor will within the priority period of the relevant Land Registry Official Search:

- (a) apply to the Land Registry for its title to that Property to be registered and give notice of the title number to the Security Agent; and
- (b) if so required by the Security Agent, create a first charge by way of legal mortgage over that Property in favour of the Security Agent or, if not so required, procure that this Deed is noted in the charges register of that Property.

6.8 If any Property in which a Chargor has Rights now or in the future is not required to be registered at the Land Registry, the Chargor will, within the relevant priority period under the Land Charges Act 1972, apply to register a Class C Property Charge in respect of this Deed at the Land Charges Registry if the title deeds and documents to that Property are not deposited with the Security Agent or held to its order under clause 6.10 (*Documents*).



- 6.9 Each Chargor will procure the entry of a note of the obligation to make further advances under the terms of the Facility Agreement on the Charges Register of any registered land forming part of the Property over which it has created a charge by way of legal mortgage in favour of the Security Agent.

#### **Title Documents**

- 6.10 The Chargor must:
- (a) deposit with the Security Agent all deeds and documents of title and all leases, licences and other ancillary documents received by it or on its behalf in relation to its Property (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.

#### **Equipment**

- 6.11 If required to do so by the Security Agent, each Chargor will create a first legal mortgage over any Equipment owned by it at that time, in any form which the Security Agent may reasonably require.

#### **Shares**

- 6.12 If, at any time, a Chargor owns shares in a Subsidiary, it will:
- (a) on the date of this Deed (or, if it acquires the shares later, as soon as practicable after it does so), deposit with the Security Agent all certificates or other documents of title to those shares and stock transfer forms for them, executed in blank by the Chargor;
  - (b) if required to do so by the Security Agent (and to the extent that the Chargor is able to do so) amend the articles of association of the Subsidiary concerned in the manner reasonably required by the Security Agent (and procure that the Subsidiary takes, or omits to take, all such other steps as the Security Agent may require) in order to enable it to enforce its Security without restriction; and
  - (c) if reasonably required to do so by the Security Agent, procure that the Security Agent or its nominee becomes registered as the legal owner of the shares concerned.

#### **Key Accounts and Key Contracts**

- 6.13 If, at any time, a Chargor has a Right in respect of a Key Account or a Key Contract, it will, on the date of this Deed (or, if it acquires the Right later, as soon as practicable after it does so):

- (a) deliver a notice of this Deed to the relevant account bank, counterparty or insurer to the relevant Key Account or Key Contract substantially in the form set out in the applicable part of Schedule 6 (*Notice and Acknowledgement of charge*); and
- (b) use its reasonable endeavours to procure that relevant account bank, counterparty or insurer deliver an acknowledgement of the notice to the Security Agent substantially in the form set out in that part of that Schedule as soon as reasonably practicable.

#### **Subsequent Security**

- 6.14 If a Finance Party receives notice that any Security has been created over Secured Assets which the Finance Documents do not permit to rank in priority to the Finance Party Security, that Finance Party will be treated as if it had immediately opened a new account for each Chargor, and all payments received by that Finance Party from that Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from that Chargor to that Finance Party.

## **Enforcement**

### **7 Enforcement**

#### **Time for enforcement**

- 7.1 The Security Agent may enforce the Finance Party Security created by a Chargor at any time which is an Enforcement Time or if the Chargor concerned requests it to do so.

#### **Methods of enforcement**

- 7.2 The Security Agent may enforce the Finance Party Security by:
- (a) appointing an Administrator of that Chargor;
  - (b) if permitted to do so by the Insolvency Legislation, appointing an Administrative Receiver of that Chargor;
  - (c) appointing a Specific Receiver of assets of that Chargor;
  - (d) going into possession of, receiving the benefit of, or selling assets of the Chargor, giving notice to the Chargor or any other person in relation to any assets of the Chargor, exercising a right of set-off or in any other way it may decide;
  - (e) receiving the benefit of or selling the Assigned Assets, giving notice to any person in relation to the Assigned Assets or in any other way it may decide; or
  - (f) taking any other action it may decide in any jurisdiction other than England (including the right to appoint a Receiver in any jurisdiction in which relevant insolvency legislation permits the appointment of receivers, subject to complying with the requirements of such legislation).
- 7.3 To the extent that the Finance Party Security arises under a security financial collateral arrangement, the Security Agent may also enforce it by giving written notice to the Chargor concerned that it is appropriating those Secured Assets which consist of financial collateral. On receipt of that notice by the Chargor, the Security Agent will automatically become the absolute owner of that financial collateral, and the Chargor will have no further interest in it. The value of the financial collateral will, as soon as practicable after it has been established, be applied in discharge of the equivalent amount of the Secured Obligations in accordance with clause 8 (*Application of proceeds*). For this purpose, the Security Agent will value the financial collateral as follows:
- (a) in the case of cash, by reference to its face value received by the Security Agent;

- (b) in the case of credit claims, by reference to the amount actually recovered by the Security Agent; and
- (c) in the case of financial instruments, by reference to such public indices, valuations or other matters as the Security Agent may reasonably decide.

Expressions defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 will have the same meanings in this clause.

- 7.4 An Administrator must be appointed in accordance with the Insolvency Legislation.
- 7.5 A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation (or any relevant insolvency legislation in any jurisdiction other than England).
- 7.6 The appointment of a Receiver may be made subject to such limitations as are specified by the Security Agent in the appointment.
- 7.7 If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Security Agent may specify to the contrary in the appointment.
- 7.8 Subject to the Insolvency Legislation, the Security Agent may remove or replace any Receiver.
- 7.9 If required by the Insolvency Legislation, an Administrator or Receiver must be a person qualified to act as such under it.

**Powers on enforcement**

- 7.10 An Administrator will have the powers given to him by the Insolvency Legislation.
- 7.11 An Administrative Receiver of a Chargor will have:
  - (a) the powers given to him by the Insolvency Legislation;
  - (b) the powers given to a mortgagee or a receiver by the Law of Property Act 1925, but without the restrictions contained in section 103 of that Act; and
  - (c) the power to do, or omit to do, on behalf of the Chargor, anything which that Chargor itself could have done, or omitted to do, if its assets were not the subject of Security and the Chargor were not in insolvency proceedings.
- 7.12 A Specific Receiver will have the same powers as an Administrative Receiver in respect of the assets over which he is appointed.

- 7.13 The Security Agent will, if it enforces the Finance Party Security itself, have the same powers as an Administrative Receiver in respect of the assets which are the subject of the enforcement.
- 7.14 Except to the extent provided by law, none of the powers described in this clause 7 will be affected by an Insolvency Event in relation to a Chargor.

#### **Status and remuneration of Receiver**

- 7.15 A Receiver of a Chargor will be the agent of that Chargor until the Chargor goes into liquidation. He will have no authority to act as agent for the Security Agent, even in the liquidation of the Chargor.
- 7.16 The Security Agent may from time to time determine the remuneration of any Receiver.

#### **Third parties**

- 7.17 A person dealing with the Security Agent or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:
- (a) those persons have the power to do those things which they are purporting to do; and
  - (b) they are exercising their powers properly.

### **8 Application of proceeds**

All money received by the Security Agent or a Receiver under or in connection with the Finance Documents (whether during, or before, enforcement of the Finance Party Security) will, subject to the rights of any persons having priority, be applied in the following order of priority:

- (a) first, in or towards payment of the Secured Obligations in such order as is required by the Facility Agreement (and, if any of the Secured Obligations are not then payable, by payment into a suspense or impersonal account until they become payable); and
- (b) secondly, in payment of any surplus to the Chargor concerned or other person entitled to it.

## **Undertakings**

### **9 Property and Equipment**

- 9.1 Each Chargor undertakes to comply with all the undertakings in relation to the Property set out in the Facility Agreement as if the same were set out herein.

### **10 Investments**

- 10.1 During an Enforcement Time (and also once the Finance Party Security is being enforced), the Security Agent will be entitled to receive all distributions in respect of the Chargors' Investments for application in accordance with clause 8 (*Application of proceeds*). Otherwise, the Chargors will be entitled to receive those distributions.
- 10.2 During an Enforcement Time (and also once the Finance Party Security is being enforced), but only upon written notice to the relevant Chargor, the Security Agent will be entitled to exercise all voting and other Rights in respect of the Chargors' Investments. Otherwise, the Chargors will be entitled to exercise those Rights.
- 10.3 To the extent that the holder of those Investments is not the person entitled to receive those distributions and exercise those Rights, the holder will pay the distributions to the person entitled to them and will exercise those Rights in accordance with the reasonable requirements of the person entitled to exercise them.
- 10.4 Each Chargor will promptly pay all calls, instalments or other payments which from time to time become due in respect of any of its Investments, and the Security Agent will not in any circumstances incur any liability in respect of them.

### **11 Key Accounts**

No Chargor will make any withdrawal from any Key Account without the consent of the Security Agent other than where expressly permitted under the Facility Agreement (and subject to its terms).

### **12 Insurance**

Each Chargor undertakes to comply with clause 23.10 (*Insurances*) of the Facility Agreement and any other obligations in relation to Insurance of the Secured Assets set out in the Facility Agreement as if the same were set out herein.

### **13 Representations**

Each Chargor represents and warrants that the particulars of the Secured Assets attributed to each Chargor set out in Schedule 2 (*Property*) to Schedule 5 (*Key Accounts*) (inclusive) are accurate and complete as at the date of this Deed.

## Miscellaneous

### 14 Duration of the Security

- 14.1 The Obligations of each Chargor under the Finance Documents and the Security created by the Finance Party Security will continue until the Secured Obligations have been Irrevocably and unconditionally paid or discharged in full, regardless of any Intermediate payment or discharge in whole or in part.
- 14.2 Promptly after the Secured Obligations have been unconditionally and irrevocably paid, repaid and discharged in full, the Security Agent will, at the request and cost of the Chargors, take whatever action is reasonably necessary to release the Security over the Secured Assets and release and/or re-assign (without recourse or warranty) all of the Security constituted by this Deed and the rights of the Security Agent under this Deed.
- 14.3 If any payment by a Chargor or any other Security provider or any release given by the Security Agent (whether in respect of the Secured Obligations or any Security for them or otherwise) is avoided or reduced as a result of insolvency or any similar event:
- (a) the liability of each Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
  - (b) the Security Agent will be entitled to recover the value or amount of that Security or payment from each Chargor, as if the payment, release, avoidance or reduction had not occurred.
- 14.4 Section 93 of the Law of Property Act 1925 will not apply to the Finance Party Security.

### 15 Expenses, liability and indemnity

Clauses 14.4 (*Indemnity to the Security Agent*), 14.5 (*Priority of Indemnity*), 16.1 (*Transaction expenses*), 16.2 (*Amendment costs*), 16.4 (*Enforcement and preservation costs*) and 28.11 (*Exclusion of liability*) of the Facility Agreement shall apply to this Deed as if the same were set out herein.

### 16 Payments

Clauses 8.4 (*Default interest*), 12 (*Tax gross up and indemnities*), 32 (*Payment mechanics*) and 35 (*Calculations and certificates*) of the Facility Agreement shall apply to this Deed as if the same were set out herein.



## **17 Remedies**

- 17.1 The Rights created by this Deed are in addition to any other Rights of the Finance Parties against the Chargors or any other Security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.
- 17.2 No failure by a Finance Party to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by a Finance Party preclude its further exercise.
- 17.3 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

## **18 Power of attorney**

- 18.1 Each Chargor, by way of Security, irrevocably appoints each of the Security Agent and any Receiver severally to be its attorney:
- (a) to do anything which that Chargor is obliged to do under the Finance Party Security Documents but has failed to do so within any applicable grace period; and
  - (b) to exercise any of the Rights conferred on the attorney by the Finance Party Security Documents or by law.
- 18.2 Each Chargor ratifies and confirms whatever any attorney appointed pursuant to this clause 18 does or purports to do pursuant to its appointment.

## **19 Parties**

- 19.1 Each Chargor which executes this Deed will be bound by it even if other intended Chargors do not do so or are not effectively bound by it.
- 19.2 The Security Agent may be replaced by a successor in accordance with the Facility Agreement.
- 19.3 On the date of its appointment, the successor Security Agent will assume all the Rights and Obligations of the retiring Security Agent. However, this does not apply to any Obligations of the retiring Security Agent which arise out of its acts or omissions as Security Agent before the appointment of the successor, in respect of which the retiring Security Agent will continue to have the Obligations imposed by, and the Rights contained in, this Deed and the Facility Agreement.

- 19.4 The retiring Security Agent will, at the Chargors' expense, provide its successor with copies of those of its records related to its role as Security Agent as its successor reasonably requires to perform its functions as Security Agent.

## **20 Notices**

- 20.1 Any notice or other communication to a party to this Deed must be in writing. It must be addressed for the attention of such person, and sent to such address, fax number or electronic mail address as that party may from time to time notify to the other parties in accordance with clause 34 (*Notices*) of the Facility Agreement.
- 20.2 It will be deemed to have been received by the relevant party on receipt at that address, fax number or electronic mail address in accordance with clause 34 (*Notices*) of the Facility Agreement.
- 20.3 The initial administrative details of the parties are contained in Schedule 1 (*Initial administrative details of the parties*) but a party may amend its own details at any time by notice to the other parties in accordance with clause 34 (*Notices*) of the Facility Agreement.
- 20.4 Any notice to a Chargor may alternatively be sent to its registered office or to any of its places of business or to any of its directors or its company secretary; and it will be deemed to have been received when delivered to any such places or persons.

## **21 Law and jurisdiction**

- 21.1 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law.
- 21.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations arising out of or in connection with it (including a dispute regarding the existence, validity or termination of or any non-contractual obligations arising out of or in connection with this Deed) (a **Dispute**).
- 21.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.
- 21.4 Clause 21.2 is for the benefit of the Security Agent only. As a result, the Security Agent will 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 it has been delivered on the date stated at the beginning of this Deed.**

**Schedule 1**  
**Initial administrative details of the parties**

<b>Party</b>	<b>Address</b>	<b>Fax number</b>	<b>E-mail address</b>	<b>Attention</b>
MA Telephone House Limited (previously named Barrowgate Properties Limited)	89 Wardour Street, London W1F 0UB	+44 (0)207 734 3655	compliance@brocktoneverlast.com	Max Bassadone
Telephone House Management Limited	89 Wardour Street, London W1F 0UB	+44 (0)207 734 3655	compliance@brocktoneverlast.com	Max Bassadone
Security Agent	National Westminster Bank Plc, 9 <sup>th</sup> Floor, 250 Bishopsgate, London, EC2M 4AA	N/A	N/A	Real Estate Portfolio Management

**Schedule 2**  
**Property**

None as at the date of this Deed

### **Schedule 3**

### **Investments**

100 fully paid Ordinary shares of £1.00 each owned by MA Telephone House Limited (previously named Barrowgate Properties Limited) in Telephone House Management Limited.

## **Schedule 4**

### **Key Contracts**

- 1 The Land Registry form TR1 whereby the Property is transferred from MA Telephone House Limited (previously named Barrowgate Properties Limited) to MA Telephone House Holdings Limited (previously named BE Propco 7 Limited).
- 2 Any Subordinated Document (as defined in the Subordination Agreement).

**Schedule 5**  
**Key Accounts**

- 3     MA Telephone House Limited (previously named Barrowgate Properties Limited)

Bank	Sort Code	Account Holder	Account Number
------	-----------	----------------	----------------

- 4     Telephone House Management Limited

Bank	Sort Code	Account Holder	Account Number
------	-----------	----------------	----------------

**Schedule 6**  
**Notice and acknowledgment of charge**

**Part A - Key Contracts**

To: [Counterparty]

Date: [•]

Dear Sirs

**Notice of Charge**

- 1 We give you notice that, under a composite debenture dated • entered into by us (and others) in favour of National Westminster Bank Plc (the **Security Agent**), we have charged to the Security Agent by way of first fixed charge all of our rights in *[insert details of agreement concerned]* (the **Agreement**).
- 2 We will remain liable for our obligations under the Agreement. The Security Agent has no obligations under it.
- 3 We instruct you to:
  - (a) make all payments due to us under the Agreement to the Security Agent *[insert an account number if required]* (whose receipt will be a good discharge to you for such payment); and
  - (b) disclose to the Security Agent, without further approval from us, such information regarding the Agreement as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Agreement.
- 4 This instruction cannot be varied or terminated without the consent of the Security Agent.
- 5 Please sign the enclosed acknowledgement and return it to the Security Agent at *[address]* marked for the attention of [•].

.....

for and on behalf of

[Chargor]



### Acknowledgement of Charge

To: National Westminster Bank Plc

- 1 We acknowledge receipt of the notice [described above]:
- 2 We have not received notice that any other person has an interest in the Agreement.
- 3 We will comply with the instructions in the notice.
- 4 We will not exercise any right of set-off against payments owing by us under the Agreement unless they arise out of the Agreement itself.

Executed as a )  
deed by ) .....  
[Counterparty] ) Director  
acting by: ) .....  
Director/Secretary

Date: \*

## Part B - Insurances

To: [Insurer]

Address: \*

Date: \*

Dear Sirs

### Notice of Charge

- 1 We give you notice that under a composite debenture dated \* entered into by us (and others) in favour of \* (the **Security Agent**), we have charged to the Security Agent (by way of first fixed charge all of our rights in and to the insurances under an Insurance policy with policy number \* (the **Insurances**)).
- 2 We will remain liable for our obligations under the Insurances. The Security Agent has no obligations under it.
- 3 We instruct you to:
  - (a) make all payments due to us under the Insurances (other than third party Insurances) to Account No \*, Sort Code \* entitled ["Deposit Account"] with \* (whose receipt will be a good discharge to you for such payment), unless and until you receive written notice from the Security Agent to the contrary, in which event you should make all future payments as then directed by the Security Agent;
  - (b) make all payments due under the Insurances in respect of any claim under any third party Insurance by an insured party:
    - (i) directly to the person whose claim(s) constitute(s) the risk or liability insured against, provided that such person has executed a discharge of all claims against each insured party in respect of the risk or liability in relation to which the claim was made; or
    - (ii) (despite any policy term to the contrary) to the extent that insurers accept liability to indemnify the insured party in respect of the claims or liabilities which the insured party has settled directly with the claimant, to the relevant insured party, unless we are the insured party, in which case such sums shall be paid as directed by the Security Agent;
  - (c) disclose to the Security Agent, without further approval from us such information regarding the Insurances as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Insurances.

- 4 This instruction cannot be varied or terminated without the consent of the Security Agent.
- 5 Please confirm that you will pay all moneys in respect of the Insurances as directed by or pursuant to this Notice of Charge, by signing the acknowledgement and returning that copy to the Security Agent at [•] marked for the attention of [•].

.....

for and on behalf of

[Chargor]

### Acknowledgement of Charge

To: National Westminster Bank Plc

- 1 We acknowledge receipt of the notice [described above];
- 2 We have not received notice that any other person has an interest in the Insurances.
- 3 We will comply with the instructions in the notice.
- 4 We will not exercise any right of set-off against payments owing by us under the Insurances unless they arise out of the Insurances itself.

Executed as a )

deed by ) .....

[Counterparty] ) Director

acting by: ) .....

Director/Secretary

Date: •

## Part C - Lease Agreements

To: [Tenant]

Date: •

Dear Sirs

### Notice of Charge

- 1 We give you notice that, under a composite debenture dated • entered into by us (and others) in favour of • (the **Security Agent**), we have charged to the Security Agent by way of first fixed charge all of our rights in *[insert details of lease concerned]* (the **Lease**).
- 2 We will remain liable for our obligations under the Lease. The Security Agent has no obligations under it.
- 3 We instruct you to:
  - (a) make all payments due to us under the Lease to *[insert Collection Account details]* unless and until you receive written notice from the Security Agent to the contrary, in which event you should make all future payments as then directed by the Security Agent; and
  - (b) disclose to the Security Agent, without further approval from us, such information regarding the Lease as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Lease.
- 4 This instruction cannot be varied or terminated without the consent of the Security Agent.
- 5 Please sign the enclosed acknowledgement and return it to the Security Agent at *[address]* marked for the attention of •.

.....  
for and on behalf of  
[Chargor]

### Acknowledgement of Charge

To: National Westminster Bank Plc

- 1 We acknowledge receipt of the notice [described above]:
- 2 We have not received notice that any other person has an interest in the Lease.
- 3 We will comply with the instructions in the notice.
- 4 We will not exercise any right of set-off against payments owing by us under the Lease unless they arise out of the Lease itself.

Executed as a )

deed by ) .....

[Tenant] ) Director

acting by: ) .....

Director/Secretary

Date: •

## Part D - Key Accounts

To: [Account Bank]

Date: ●

Dear Sirs

### Notice of Charge

- 1 We give you notice that, under a composite debenture dated ● entered into by us (and others) in favour of National Westminster Bank Plc (the **Security Agent**), we have charged to the Security Agent by way of first fixed charge all of our rights in our ● account with you (no. ●) (the **Accounts**).
- 2 We have agreed with the Security Agent not to close the Accounts or to amend or waive any of their terms without the consent of the Agent.
- 3 We instruct you:
  - (a) to honour withdrawals from an Account if requested by the Security Agent;
  - (b) [to honour any withdrawals from the [Account] if requested by us, until notified otherwise by the Security Agent; and]<sup>1</sup>
  - (c) [not to honour any withdrawals from the [Account] if requested by us, unless our instructions are countersigned by the Security Agent; and]<sup>2</sup>
  - (d) disclose to the Security Agent, without further approval from us, such information regarding each Account as the Security Agent may from time to time request and to send it copies of all statements and other notices issued by you in connection with the Accounts.
- 4 These instructions cannot be varied or terminated without the consent of the Security Agent.
- 5 Please sign the enclosed acknowledgement and return it to the Security Agent at [address] marked for the attention of ●.

.....  
for and on behalf of

**[Chargor]**

<sup>1</sup> In relation to Accounts where the Chargor has signing rights.

<sup>2</sup> In relation to the Accounts where the Chargor does not have signing rights.

### Acknowledgement of Charge

To: National Westminster Bank Plc

- 1 We acknowledge receipt of the notice [described above].
- 2 We have not received notice that any other person has an interest in the Account.
- 3 We will comply with the instructions in the notice.
- 4 We will not, without the Security Agent's consent, exercise any right of combination, consolidation or set-off which we may have in respect of the Account.

Executed as a )

deed by ) .....

[Account Bank] ) Authorised signatory

acting by: ) .....

Authorised signatory

Date: ●



**SIGNATORIES**

**The Chargors**

**EXECUTED as a DEED by**

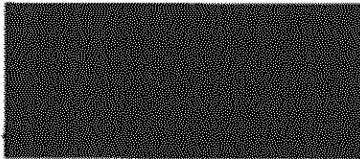
**MA Telephone House Limited (previously named Barrowgate Properties Limited)**

acting by: *DAN BROWN*



Director

in the presence of:



Witness's signature .....

Name .....

(PRINT)

Address .....

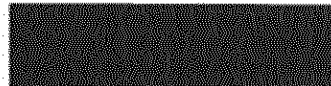
Occupation .....

**Kirsten Empson**  
166a Cambridge Street  
London SW1V 4QE  
Corporate Secretarial Consultant

**EXECUTED as a DEED by**

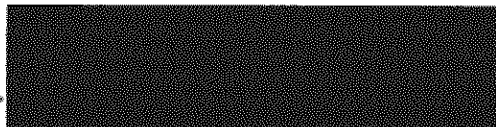
**Telephone House Management Limited**

acting by: *DAN BROWN*



Director

in the presence of:



Witness's signature .....

Name .....

(PRINT)

Address .....

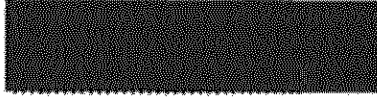
Occupation .....

**Kirsten Empson**  
166a Cambridge Street  
London SW1V 4QE  
Corporate Secretarial Consultant

**The Security Agent**

**National Westminster Bank Plc**

by:



Authorised signatory