

# MR01

## Particulars of a charge



Companies House

101275/10



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

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge with an  
instrument. Use form MR02.

For further information, please  
refer to our guidance notes.  
Companies House

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



You **must** enclose a certified copy of the instrument with this form.  
The copy must be scanned and placed on the public record. **Do not send the original.**



A07 07/10/2019 #132  
COMPANIES HOUSE

### 1 Company details

Company number 1 0 0 9 8 6 5 2

Company name in full THAMES REACH CHARITY

For official use

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

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 2 5 0 9 2 0 1 9

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

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

Name Monday Charitable Trust

Name

Name


Name

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

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

MR01

Particulars of a charge

<b>4</b>	<b>Brief description</b> Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.  Brief description 1. 72 King Alfred Avenue, London SE6 3AG (Title Number TGL94218) 2. 49 Holmshaw Close, London, SE26 4TH (Title Number TGL107687) 3. 65 Holmshaw Close, London, SE26 4TH (Title Number TGL119697)	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".  Please limit the description to the available space.
<b>5</b>	<b>Other charge or fixed security</b> Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.  <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box.  <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input type="checkbox"/> Yes	
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>8</b>	<b>Trustee statement <sup>①</sup></b> You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.  <input type="checkbox"/>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06).
<b>9</b>	<b>Signature</b> Please sign the form here.  Signature X  X  This form must be signed by a person with an interest in the charge.	

# MR01

## Particulars of a charge



### Presenter information

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

Contact name	Andrew Small
Company name	Russell-Cooke LLP
Address	2 Putney Hill
Post town	London
County/Region	
Postcode	S W 1 5 6 A B
Country	
DX	DX 59456 Putney
Telephone	020 8394 6465



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



### Important information

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



### How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



### Where to send

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

#### For companies registered in England and Wales:

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

#### For companies registered in Scotland:

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

#### For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

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

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



**FILE COPY**

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

Company number: 10098652

Charge code: 1009 8652 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th September 2019 and created by THAMES REACH CHARITY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th October 2019.

*Dx*

Given at Companies House, Cardiff on 15th October 2019



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

DATED 25 September 2019

(1) THAMES REACH CHARITY

(2) MONDAY CHARITABLE TRUST

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LEGAL MORTGAGE OVER PROPERTY

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HTE/119586.2

WE THE UNDERSIGNED  
RUSSELL-COOKE LLP  
OF PUTNEY HILL, LONDON SW15 8AB  
HEREBY CERTIFY THE ABOVE TO BE A  
TRUE COPY OF THE ORIGINAL DOCUMENT

Russell-Cooke LLP  
DATED THE 26 DAY OF SEPTEMBER  
2019

SK | STONE KING

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This Deed is made on

25 September

2019

**Between:**

- (1) **THAMES REACH CHARITY** (a registered charity number 1166311 and a company limited by guarantee number 10098652) of Employment Academy, 29 Peckham Road, London, SE5 8UA ("Thames Reach"); and
- (2) **MONDAY CHARITABLE TRUST** (a registered charity number 1174232 and a company limited by guarantee number 10910936) of 50 Broadway Westminster, London, SW1H 0BL ("Chargee").

**Background:**

The Chargee has agreed to subscribe for Loan Notes, and Thames Reach has agreed to enter into this Deed for the purpose of providing security for Thames Reach's liabilities to the Chargee in respect of the Loan Notes.

Thames Reach is the owner of the Property.

**Agreed terms**

**1. Definitions and interpretation**

**1.1 Definitions**

The definitions and rules of interpretation in this clause apply in this deed.

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

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

**"Costs"** means all costs, charges, expenses, taxes and liabilities of any kind, including (without limitation) costs and damages in connection with litigation, professional fees, disbursements and any VAT charged on Costs which the Chargee or any Receiver or Delegate may charge or incur.

**"Delegate"** means any person appointed by the Chargee or any Receiver pursuant to Clause 13 and any person appointed as attorney of the Chargee, Receiver or Delegate.

**"Environment"** means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

**"Environmental Law"** means all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes insofar as they relate to or apply to the Environment.

**"Environmental Licence"** means any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Property.

**"Event of Default"** has the meaning given to that expression in the Loan Note Documents.

**"Expert"** means a property valuer (who shall be a member or fellow of a recognised professional body and who shall have at least five years' experience of the valuation of property similar to and in similar areas to the properties relevant to this Agreement) appointed by the Company, whose costs shall be borne 50% by the Company and 50% by the Chargee (in the proportion to the amount of Loan Notes to be drawn down or as outstanding from time to time (as applicable)) whose appointment the Company shall procure on the basis that he or she shall owe a duty of care to the Chargee.

**Fixtures** means all fixtures and fittings and fixed plant and machinery on the Charged Property.

**"Insurance Policy"** means each contract or policy of insurance effected or maintained from time to time in respect of the Charged Property.

**"Insured Property Assets"** means all the buildings and erections in or on the Charged Property and all Thames Reach's other assets of an insurable nature in or on such buildings or erections.

**"Investment Agreement"** means the investment agreement entered into on or about the date of this deed between (1) Thames Reach, and (2) the Chargee.

**"Lease"** means any agreement for lease, lease or licence or other right of occupation or right to receive rent to which the Property may at any time be subject provided that it is in a form that has been approved in writing by the Chargee.

**"Loan Note Documents"** means:

- (a) the Loan Note Instrument and the Loan Notes;
- (b) this deed and any other Security Interest or guarantee and/or indemnity entered into by affiliates of Thames Reach in relation to liabilities under the Loan Note Instrument and the Loan Notes;
- (c) the Investment Agreement; and
- (d) any document entered into by Thames Reach or by its affiliate from time to time creating or expressed to create any Security over all or any part of their assets as security for liabilities under the other Loan Note Documents;

as each is modified, amended, varied, novated, supplemented, substituted, replaced, extended or restated from time to time;

**"Loan Note Instrument"** means the instrument entered into by Thames Reach on or about the date of this deed for the issue of £831,806.07 fixed rate secured loan notes due on the date set out therein.

**"Loan Notes"** the £831,806.07 secured loan notes to be constituted and issued in accordance with the terms of the Loan Note Instrument.

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

**"Material Breach"** means an Event of Default other than a Limited Event of Default as defined in the Investment Agreement made between the parties of even date.

**"Permitted Occupation Agreement"** means a duly constituted assured shorthold tenancy or licence for a term of no more than 12 months granting no security of tenure and giving the landlord the right to terminate the tenancy or licence on not more than two months' notice to the tenant or licensee on or after the expiry of the 12 month term in a form previously agreed in writing by the Chargee.

**"Property"** means the freehold or leasehold property (whether registered or unregistered) owned by Thames Reach described in Schedule 1.

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

**"Report on Title"** means a report on title relating to the Property from Russell Cooke LLP addressed to the Chargee and dated on or prior to the date of this Deed.

**"Secured Liabilities"** means all present and future obligations and liabilities of any nature (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of Thames Reach to the Chargee under the Loan Note Documents (including, without limitation, under any amendment, supplement or restatement of the Loan Note Documents, or in relation to any new or increased subscriptions for loan notes).

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

**"Security Period"** means the period starting on the date of this deed and ending on the date on which the Chargee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full or otherwise irrevocably and unconditionally surrendered by the Chargee pursuant to the terms of the Loan Note Documents and no further Secured Liabilities are capable of being outstanding.

**"Valuation"** means a valuation of the Property prepared by an Expert in form and substance satisfactory to the Chargee (acting reasonably) and addressed to the Chargee.

**"VAT"** means value added tax.

## 1.2 Interpretation

In this deed:

- (a) reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;
- (b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (c) unless the context otherwise requires, words in the singular include the plural and in the plural include the singular;
- (d) a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires;
- (e) a reference to **continuing** in relation to an Event of Default means an Event of Default which has not been waived;
- (f) a reference to **this deed** (or any provision of it) or any other document shall be construed as a reference to this deed, that provision or that document as it is in force for the time being and as amended, varied, supplemented, restated, substituted or novated from time to time including, for the avoidance of doubt and without prejudice to the generality of the foregoing, any amendment, variation, supplement, restatement or substitution that increases the amount of any loan notes made available under any Loan Note Document or increases the amount of any interest, fees, costs or expenses or any other sums due or to become due under the Loan Note Documents or pushes

back the date for full and final repayment of any loan notes made available under the Loan Note Documents;

- (g) a reference to a **person** shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person;
- (h) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- (i) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (j) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (k) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (l) a reference to Thames Reach or the **Chargee** shall include its successors, permitted transferees and permitted assigns;
- (m) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the discretion of the person making it; and
- (n) clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

### 1.3 Clawback

If the Chargee considers that an amount paid by Thames Reach in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of Thames Reach or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

### 1.4 Nature of security over real property

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

- (a) all buildings and fixtures and fittings owned by Thames Reach at the Property and all fixed plant and machinery which are situated on or form part of the Property at any time;
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property where the same is due to Thames Reach;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of Thames Reach in respect of the Property and any monies paid or payable in respect of those covenants; and
- (d) all rights of Thames Reach under any licence, agreement for sale or agreement for lease in respect of the Property.

**1.5 Law of Property (Miscellaneous Provisions) Act 1989**

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

**1.6 Third party rights**

A third party (being any person other than Thames Reach, the Chargee and their respective permitted successors and assigns, any Receiver and any Delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this deed.

**1.7 Perpetuity period**

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

**1.8 Schedules**

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

**2. Covenant to pay**

Thames Reach shall, on demand, pay to the Chargee and discharge the Secured Liabilities when they become due.

**3. Grant of security**

**3.1 Legal mortgage and fixed charges**

As a continuing security for the payment and discharge of the Secured Liabilities, Thames Reach with full title guarantee charges to the Chargee:

- (a) by way of first legal mortgage, the Property; and
- (b) by way of first fixed charge:
  - (i) all its rights in each Insurance Policy, including the proceeds of any claims under each Insurance Policy, to the extent not effectively assigned under Clause 3.2;
  - (ii) the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Property and other documents to which Thames Reach is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Property or otherwise relating to the Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them); and
  - (iii) all authorisations (statutory or otherwise) held or required in connection with Thames Reach's business carried on at the Property or the use of any Charged Property, and all rights in connection with them.

### **3.2 Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, Thames Reach with full title guarantee assigns to the Chargee, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Insurance Policy, including the proceeds of any claims under each Insurance Policy, provided that nothing in this Clause 3.2 shall constitute the Chargee as mortgagee in possession.

## **4. Perfection of security**

### **4.1 Registration of legal mortgage at the Land Registry**

Thames Reach consents to an application being made by the Chargee to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour [XXXXXX] (as chargee) referred to in the charges register."

### **4.2 Cautions against first registration and notices**

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against Thames Reach's title to the Property, Thames Reach shall immediately provide the Chargee with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this deed, Thames Reach shall immediately, and at its own expense, take such steps as the Chargee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

## **5. Liability of Thames Reach**

### **5.1 Liability not discharged**

Thames Reach's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- (b) the Chargee renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission, which but for this Clause 5.1 might have discharged, or otherwise prejudiced or affected, the liability of Thames Reach.

### **5.2 Immediate recourse**

Thames Reach waives any right it may have to require the Chargee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against Thames Reach.

**6. Representations and warranties**

**6.1 Times for making representations and warranties**

Thames Reach makes the representations and warranties set out in this Clause 6 to the Chargee on the date of this deed and the representations and warranties contained in Clause 6 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

**6.2 Ownership of Charged Property**

Thames Reach is the legal and beneficial owner of the Charged Property and has good and marketable title to the Property.

**6.3 No Security Interests**

The Charged Property is free from any Security Interest other than the Security Interests created by this deed.

**6.4 No adverse claims**

Thames Reach has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it.

**6.5 No adverse covenants**

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially and adversely affect the Charged Property save for those disclosed to the Chargee in the first Valuation and Report on Title provided pursuant to the Loan Note Documents.

**6.6 No breach of laws**

There is no breach of any law or regulation, which materially and adversely affects the Charged Property.

**6.7 Charities Act 2011**

- (a) The Charged Property is held by Thames Reach, a non-exempt charity, and this deed is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of the Charities Act 2011 apply
- (b) The directors of Thames Reach, being the persons who have the general control and management of its administration certify that they have power under its trusts to effect this deed and the Loan Note Documents and that they have obtained and considered such advice as is mentioned in section 124(2) of the Charities Act 2011.
- (c) Thames Reach has the power to enter into this deed and the Loan Note Documents and has complied with the requirements of the Charities Act 2011 and all other applicable legislation in connection with the transaction and in particular, but without limitation, has considered:
  - (i) whether issuing the Loan Note Documents and entering into this deed are necessary in order for Thames Reach to be able to pursue the objects of Thames Reach;
  - (ii) whether the terms of the Loan Note Documents and this deed are reasonable having regard to the status of Thames Reach as the prospective recipient of the funds from the Chargee; and

(iii) the ability of Thames Reach to repay on those terms the sum set out in the Loan Note Documents.

(d) Thames Reach has, prior to entering into this deed and the Loan Note Documents, obtained and considered proper advice in writing from a person who is reasonably believed by the charity trustees to be qualified by ability in, and practical experience of, financial matters and who has no financial interest in relation to the Loan Notes Documents or this deed.

**6.8 No interference in enjoyment**

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

**6.9 No overriding interests**

Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property.

**6.10 No prohibitions or breaches**

There is no prohibition on Thames Reach assigning its rights in any of the Charged Property referred to in Clause 3.2 and the entry into of this deed by Thames Reach does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on Thames Reach or its assets.

**6.11 Environmental compliance**

Thames Reach has, at all times, complied in all respects with all applicable Environmental Law and Environmental Licences.

**6.12 Information for Valuations and Certificates of Title**

(a) All written information supplied by Thames Reach or on its behalf for the purpose of each Valuation and Report on Title was true and accurate in all material respects as at its date or as at the date (if any) on which it was stated to be given.

(b) The information referred to in Clause 6.12(a) was, as at its date or as at the date (if any) on which it was stated to be given, complete and Thames Reach did not omit to supply any information which, if disclosed, would adversely affect the Valuation or Report on Title.

(c) In the case of the first Valuations and Reports on Title provided and addressed to the Chargee prior to the date of this deed only, nothing has occurred since the date the information referred to in Clause 6.12(a) was supplied and the date of this deed which would adversely affect such Valuation or Report on Title.

**6.13 Avoidance of security**

No Security Interest expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of Thames Reach or otherwise.

**6.14 Enforceable security**

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of Thames Reach and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.

## **6.15 Permitted Occupation**

- (a) Thames Reach may not without the prior consent of the Chargee:
  - (i) grant or allow to be granted any lease, tenancy, licences or right to occupy the Charged Property other than pursuant to a Permitted Occupation Agreement; or
  - (ii) grant any other rights over the Charged Property save for any that are appropriate in connection with a tenant's use of the Property it occupies in accordance with the terms of a Permitted Occupation Agreement and do not materially affect the value of that Property.
- (b) For the avoidance of doubt any Permitted Occupation Agreement on substantially similar terms to the form of Permitted Occupation Agreement approved in writing by the Chargee will be permitted without the requirement of prior consent from the Chargee provided that such Permitted Occupation Agreement does not contain or create any occupation rights lasting after the Business Day immediately preceding the date of the Loan Note Instrument and Thames Reach will give the Chargee notice of any such Permitted Occupation Agreement.
- (c) If the Chargee shall take any step to enforce or give Thames Reach notice of its intention to enforce any security over the Property, then Thames Reach shall promptly give written notice to the tenant of each/the Property to terminate each Permitted Occupation Agreement at the expiration of (i) one year from the date of such notice or (ii) the term of any assured shorthold tenancy or licence granted, prior to the service of such termination notices, whichever shall be earlier.

## **7. Covenants**

Thames Reach covenants with the Chargee in the terms set out in Schedule 2.

## **8. Powers of the Chargee**

### **8.1 Power to remedy**

- (a) The Chargee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by Thames Reach of any of its obligations contained in this deed.
- (b) Thames Reach irrevocably authorises the Chargee and its agents to do all such things as are necessary or desirable for that purpose.
- (c) Any monies expended by the Chargee in remedying a breach by Thames Reach of its obligations contained in this deed, shall be reimbursed by Thames Reach to the Chargee on a full indemnity basis and shall carry interest in accordance with Clause 15.1.
- (d) In remedying any breach in accordance with this Clause 8.1, and subject to the terms of any Permitted Occupation Agreement made in accordance with the Loan Note Documents, the Chargee, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Chargee may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

### **8.2 Exercise of rights**

The rights of the Chargee under Clause 8.1 are without prejudice to any other rights of the Chargee under this deed. The exercise of any rights of the Chargee under this deed shall not make the Chargee liable to account as a mortgagee in possession.

### **8.3 Chargee has Receiver's powers**

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

### **8.4 New accounts**

- (a) If a subsequent Security Interest or other interest, affecting all or part of the Charged Property is created, the Chargee may open a new account for Thames Reach in the Chargee's books. Without prejudice to the Chargee's right to combine accounts, no money paid to the credit of Thames Reach in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- (b) If the Chargee does not open a new account immediately on receipt of the notice, or deemed notice, referred to in Clause 8.4(a), then, unless the Chargee gives express written notice to the contrary to Thames Reach, all payments made by Thames Reach to the Chargee shall be treated as having been credited to a new account of Thames Reach and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Chargee.

### **8.5 Indulgence**

The Chargee may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this deed (whether or not such person is jointly liable with Thames Reach) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of Thames Reach for the Secured Liabilities.

## **9. When security becomes enforceable**

### **9.1 Security becomes enforceable on Event of Default**

The security constituted by this deed shall be immediately enforceable if a demand for redemption of the Loan Notes pursuant to an Event of Default occurs.

### **9.2 Discretion**

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

## **10. Enforcement of security**

### **10.1 Enforcement powers**

- (a) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Chargee and a purchaser from the Chargee, arise on and be exercisable at any time after the execution of this deed, but the Chargee shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable under Clause 9.1.
- (b) Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed.

#### **10.2 Extension of statutory powers of leasing**

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

- (a) grant any lease or agreement for lease;
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the Property with whatever rights relating to other parts of it,

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

#### **10.3 Prior Security Interests**

At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security Interest having priority to this deed shall have become exercisable, the Chargee may:

- (a) redeem such or any other prior Security Interest;
- (b) procure the transfer of that Security Interest to itself; and/or
- (c) settle any account of the holder of any prior Security Interest.

The settlement of any such account shall be, in the absence of any manifest error, conclusive and binding on Thames Reach. All monies paid by the Chargee to an encumbrancer in settlement of such an account shall be, as from its payment by the Chargee, due from Thames Reach to the Chargee on current account and shall be secured as part of the Secured Liabilities.

#### **10.4 Protection of third parties**

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

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Chargee, any Receiver or Delegate is to be applied.

#### **10.5 Privileges**

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

#### **10.6 No liability as mortgagee in possession**

None of any of the Chargee, any Receiver and any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, and none of them shall be liable for any loss on realisation of, or for any neglect or default of any nature in

connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

**10.7 Relinquishing possession**

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

**10.8 Conclusive discharge to purchasers**

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

**11. Receivers**

**11.1 Appointment**

At any time after the security constituted by this deed has become enforceable, or at the request of Thames Reach, the Chargee may, without further notice appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver, or a receiver and manager, of all or any part of the Charged Property.

**11.2 Removal**

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

**11.3 Remuneration**

The Chargee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, which shall be due and payable immediately on its being paid by the Chargee.

**11.4 Power of appointment additional to statutory powers**

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

**11.5 Power of appointment exercisable despite prior appointments**

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

**11.6 Agent of Thames Reach**

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

## **12. Powers of Receiver**

### **12.1 Powers additional to statutory powers**

- (a) Any Receiver appointed by the Chargee under this deed shall, in addition to the powers conferred on him by statute, have the powers set out in Clause 12.2 to Clause 12.19.
- (b) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.
- (c) Any exercise by a Receiver of any of the powers given by Clause 12 may be on behalf of Thames Reach, the directors of Thames Reach or himself.

### **12.2 Repair and develop the Property**

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

### **12.3 Grant or accept surrenders of leases**

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Property and may grant any other interest or right over the Property on such terms and subject to such conditions as he thinks fit.

### **12.4 Employ personnel and advisers**

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

### **12.5 Make and revoke VAT options to tax**

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

### **12.6 Charge for remuneration**

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

### **12.7 Realise Charged Property**

A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Charged Property with like rights.

### **12.8 Dispose of Charged Property**

A Receiver may grant options and licences over all or any part of the Charged Property, sell, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of) all or any of the Charged Property in respect of which he is appointed for such consideration and, in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

**12.9 Sever fixtures and fittings**

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of Thames Reach.

**12.10 Give valid receipts**

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

**12.11 Make settlements**

A Receiver may make any arrangement, settlement or compromise between Thames Reach and any other person which he may think expedient.

**12.12 Bring proceedings**

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

**12.13 Insure**

A Receiver may, if he thinks fit, but without prejudice to the indemnity in Clause 15.2, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by Thames Reach under this deed.

**12.14 Powers under LPA 1925**

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

**12.15 Borrow**

A Receiver may, for any of the purposes authorised by this Clause 12, raise money by borrowing from the Chargee (or from any other person) either unsecured or on the security of all or any of the Charged Property in respect of which he is appointed on such terms as he thinks fit (including, if the Chargee consents, terms under which such security ranks in priority to this deed).

**12.16 Redeem prior Security Interests**

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

**12.17 Delegation**

A Receiver may delegate his powers in accordance with this deed.

**12.18 Absolute beneficial owner**

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

#### **12.19 Incidental powers**

A Receiver may do all such other acts and things:

- (a) as he may consider desirable or necessary for realising any of the Charged Property;
- (b) as he may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
- (c) which he lawfully may or can do as agent for Thames Reach.

#### **13. Delegation**

##### **13.1 Delegation**

The Chargee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under Clause 17.1).

##### **13.2 Terms**

Any delegation may be made on such terms and conditions (including the power to sub-delegate) as the Chargee or any Receiver may think fit.

##### **13.3 Liability**

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

#### **14. Application of proceeds**

##### **14.1 Order of application of proceeds**

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

- (a) in or towards payment of or provision for all costs, charges and expenses incurred by or on behalf of the Chargee (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed and of all remuneration due to any Receiver under or in connection with this deed;
- (b) in or towards payment of or provision for the Secured Liabilities in such order and manner as the Chargee determines; and
- (c) in payment of the surplus (if any) to Thames Reach or other person entitled to it.

##### **14.2 Appropriation**

None of the Chargee, any Receiver and any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

#### **14.3 Suspense account**

All monies received by the Chargee, a Receiver or a Delegate under this deed (other than sums received pursuant to any Insurance Policy which are not going to be applied in or towards discharge of the Secured Liabilities):

- (a) may, at the discretion of the Chargee, Receiver or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear interest at such rate, if any, as may be agreed in writing between the Chargee and Thames Reach; and
- (c) may be held in such account for so long as the Chargee, Receiver or Delegate thinks fit.

#### **15. Costs and indemnity**

##### **15.1 Costs**

Thames Reach shall pay to, or reimburse, the Chargee and any Receiver on a full indemnity basis within 7 days of demand:

- (a) all Costs incurred by the Chargee, any Receiver or Delegate in relation to the Charged Property; and
- (b) all Costs incurred by the Chargee in connection with:
  - (i) any breach of this deed;
  - (ii) any breach by Thames Reach of any of its covenants or other obligations to the Chargee;
  - (iii) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's, a Receiver's or Delegate's rights under this deed; or
  - (iv) taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest on those Costs, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant Cost arose until full discharge of that Cost (whether before or after judgment, liquidation, winding up or administration of Thames Reach) at the rate of two per cent (2%) per annum.

##### **15.2 Indemnity**

Thames Reach shall indemnify the Chargee, each Receiver and each Delegate, and their respective employees and agents on a full indemnity basis in respect of all Costs incurred or suffered by any of them in or as a result of:

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

Any past or present employee or agent may enforce the terms of this Clause 15.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

**16. Further assurance**

16.1 Thames Reach shall, at its own expense, take whatever action the Chargee or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any of the Charged Property; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Chargee or any Receiver in respect of any of the Charged Property,

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

**17. Power of attorney**

**17.1 Appointment of attorneys**

By way of security, Thames Reach irrevocably appoints the Chargee, every Receiver and every Delegate separately to be the attorney of Thames Reach and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:

- (a) Thames Reach is required to execute and do under this deed; and/or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Chargee, any Receiver or any Delegate.

**17.2 Ratification of acts of attorneys**

Thames Reach ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in Clause 17.1.

**18. Release**

Subject to Clause 20.3, on the expiry of the Security Period (but not otherwise), the Chargee shall, at the request and cost of Thames Reach, take whatever action is necessary to release the Charged Property from the security constituted by this deed.

**19. Assignment and transfer**

**19.1 Assignment by Chargee**

- (a) The Chargee may at any time (and without notice or consent) assign or transfer the benefit of this deed (or all or any of its rights under this deed) to any person who is an affiliate of the Chargee or who has acquired or to whom all or some of the Loan Notes have been transferred assigned or novated in accordance with clause 4 of the Loan Note Instrument and the expression "the Chargee" shall include its successors and assigns.
- (b) The Chargee may disclose to any actual or proposed assignee or transferee such information about Thames Reach, the Charged Property and this deed as the Chargee considers appropriate.

- (c) Thames Reach shall, as soon as reasonably practicable following request to do so by the Chargee and at the cost of the Chargee, enter into such documents as may be necessary or desirable to effect any assignment or transfer referred to in paragraph (a) above.

**19.2 Assignment by Thames Reach**

Thames Reach may not assign any of its rights, or transfer any of its obligations, under this deed or enter into any transaction that would result in any of those rights or obligations passing to another person.

**20. Further provisions**

**20.1 Independent security**

This deed shall be in addition to, and independent of, every other security or guarantee which the Chargee may hold for any of the Secured Liabilities at any time. No prior security held by the Chargee over the whole or any part of the Charged Property shall merge in the security created by this deed.

**20.2 Continuing security**

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Chargee discharges this deed in writing.

**20.3 Discharge conditional**

Any release, discharge or settlement between Thames Reach and the Chargee shall be deemed conditional on no payment or security received by the Chargee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Chargee or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Chargee deems necessary to provide the Chargee with security against any such avoidance, reduction or order for refund; and
- (b) the Chargee may recover the value or amount of such security or payment from Thames Reach subsequently as if such release, discharge or settlement had not occurred.

**20.4 Certificates**

A certificate or determination by the Chargee as to any amount for the time being due to it from Thames Reach shall be, in the absence of any manifest error, conclusive evidence of the amount due.

**20.5 Rights cumulative**

The rights and powers of the Chargee conferred by this deed are cumulative, may be exercised as often as the Chargee considers appropriate, and are in addition to its rights and powers under the general law.

**20.6 Variations and waivers**

Any waiver or variation of any right by the Chargee (whether arising under this deed or under the general law) shall only be effective if it is in writing and signed by the Chargee and applies

only in the circumstances for which it was given, and shall not prevent the Chargee from subsequently relying on the relevant provision.

**20.7 Further exercise of rights**

No act or course of conduct or negotiation by or on behalf of the Chargee shall, in any way, preclude the Chargee from exercising any right or power under this deed or constitute a suspension or variation of any such right or power.

**20.8 Delay**

No delay or failure to exercise any right or power under this deed shall operate as a waiver.

**20.9 Single or partial exercise**

No single or partial exercise of any right under this deed shall prevent any other or further exercise of that or any other right.

**20.10 Consolidation**

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

**20.11 Partial invalidity**

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modifications necessary to give effect to the commercial intention of the parties.

**20.12 Counterparts**

This deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

**21. Notices**

**21.1 Service**

Each notice or other communication required to be given under or in connection with this deed shall be:

- (a) in writing, delivered personally or sent by pre-paid first-class letter or (in the case of notice to Thames Reach) fax; and
- (b) sent:
  - (i) to Thames Reach at:  
Employment Academy, 29 Peckham Road, London, SE5 8UA  
Attention: Chief Executive Officer
  - (ii) to the Chargee at its registered office for the time being:  
50 Broadway Westminster, London, SW1H 0BL

Attention: General Manager

or to such other address or fax number as is notified in writing by one party to the other from time to time.

**21.2 Receipt by Thames Reach**

Any notice or other communication that the Chargee gives shall be deemed to have been received:

- (a) if sent by fax, when received in legible form;
- (b) if given by hand, at the time of actual delivery; and
- (c) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in Clause 21.2(a) or Clause 21.2(b) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

**21.3 Receipt by Chargee**

Any notice or other communication given to the Chargee shall be deemed to have been received only on actual receipt.

**22. Governing law and jurisdiction**

**22.1 Governing law**

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

**22.2 Jurisdiction**

The parties to this deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Chargee to take proceedings against Thames Reach in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

**22.3 Other service**

Thames Reach irrevocably consents to any process in any proceedings under Clause 22.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

## **Schedule 1**

(Properties)

1. 72 King Alfred Avenue, London, SE6 3AG  
Registered with Title Number TGL94218
2. 49 Holmshaw Close, London, SE26 4TH  
Registered with Title Number TGL107687
3. 65 Holmshaw Close, London, SE26 4TH  
Registered with Title Number TGL119697

## **Schedule 2**

### **(Covenants)**

#### **Part 1**

##### **(General covenants)**

#### **1 Negative pledge and disposal restrictions**

**1.1** Thames Reach shall not at any time, except with the prior written consent of the Chargee:

- (a) create, purport to create or permit to subsist any Security Interest on, or in relation to, any Charged Property other than any Security Interest created by this deed;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property; or
- (c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party save for the lease to be granted as disclosed in the Report on Title.

#### **2 Preservation of Charged Property**

Thames Reach shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this deed.

#### **3 Compliance with laws and regulations**

Thames Reach:

**3.1** shall not, without the Chargee's prior written consent, use or permit the Charged Property to be used in any way contrary to law;

**3.2** shall:

- (a) comply with the requirements of any law and regulation relating to or affecting the Charged Property or the use of it or any part of it;
- (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property or its use or that are necessary to preserve, maintain or renew any Charged Property; and
- (c) promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Charged Property that are required to be made by it under any law or regulation.

#### **4 Insurance**

**4.1** Thames Reach must insure in its name and with the interest of the Chargee noted on each relevant policy its Insured Property Assets against:

- (a) loss or damage by fire;
- (b) other risks normally insured against by persons carrying on the same class of business as that carried on by it and other risks normally insured against in relation to properties used for the purpose for which the Charged Property is used from time to time.

- (c) any other risks which the Chargee may reasonably require.

Any insurance must be in a sum or sums not less than the replacement value of the Insured Property Assets. For this purpose, **replacement value** means the total cost of entirely rebuilding, reinstating or replacing those Insured Property Assets in the event of their being completely destroyed, together with architects' and surveyors' fees.

- 4.2 Thames Reach must insure the Property with a reputable insurer and must provide a copy of any Insurance Policy to the Chargee at the Chargee's request for the Chargee to confirm such insurer is acceptable to them (acting reasonably)
- 4.3 All moneys received or receivable under any Insurance Policy in respect of the Insured Property Assets must be applied:
- (a) in replacing, restoring or reinstating the Insured Property Assets destroyed or damaged or in any other manner which the Chargee may agree; or
  - (b) after a Material Breach has occurred, if the Chargee so directs and the terms of the relevant Insurance Policy allows, in or towards satisfaction of the Secured Liabilities.
- 4.4 Thames Reach may not do or permit anything to be done which may make void or voidable any Insurance Policy in connection with any Insured Property Asset.
- 4.5 Thames Reach must promptly pay all premiums and do all other things necessary to keep each Insurance Policy in respect of its Insured Property Assets in force.
- 4.6 Thames Reach must, promptly on demand by the Chargee, produce to the Chargee the Insurance Policy, certificate or cover note relating to any Insurance Policy and the receipt for the payment of any premium for any Insurance Policy as the Chargee may request.
- 4.7 While no Material Breach is continuing, Thames Reach may exercise all its rights in respect of the Insurance Policies including (subject to the Loan Note Documents) receiving and exercising all rights relating to proceeds of those Insurance Policies.

## **5 Repair**

Thames Reach must keep:

- (a) all buildings and erections on or in the Charged Property in no worse a state of repair and condition than that recorded in the Initial Valuations (as defined in the Investment Agreement) save as may be required to comply with any applicable law or regulation from time to time; and
- (b) its Fixtures and all plant, machinery, implements and other effects owned by it and which are in or on the Charged Property in a good state of repair and in good working order and condition.

## **6 Enforcement of rights**

- 6.1 Thames Reach shall use its best endeavours to:
- (a) procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with Thames Reach and forming part of the Charged Property of the covenants and other obligations imposed on such counterparty; and
  - (b) enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property that the Chargee may require from time to time.

## **7 Notice of misrepresentations and breaches**

7.1 Thames Reach shall, promptly on becoming aware of any of the same, give the Chargee notice in writing of:

- (a) any representation or warranty set out in Clause 6 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of covenant set out in this deed.

**8 Title documents**

8.1 Thames Reach shall, on the execution of this deed, deposit with the Chargee and the Chargee shall, for the duration of this deed, be entitled to hold:

- (a) all deeds and documents of title relating to the Charged Property which are in the possession or control of Thames Reach (if these are not within the possession and/or control of Thames Reach, Thames Reach undertakes to obtain possession of all such deeds and documents of title); and
- (b) a copy of any relevant Insurance Policy.

**9 Notices to be given by Thames Reach**

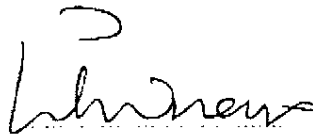
- (a) Thames Reach shall within five days of the execution of this deed give notice to the relevant insurers of the assignment of Thames Reach's rights and interest in and under each Insurance Policy (including the proceeds of any claims under that Insurance Policy) pursuant to clause 3.2 and procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Chargee.
- (b) Thames Reach shall obtain the Chargee's prior approval of the form of any notice or acknowledgement to be used under this Paragraph 9.

**10 Thames Reach's waiver of set-off**

Thames Reach waives any present or future right of set-off it may have in respect of the Secured Liabilities (including sums payable by Thames Reach under this deed).

Executed as a deed by  
Thames Reach Charity  
acting by

)  
)



Trustee



Trustee

Executed as a deed by  
Monday Charitable Trust acting by a  
trustee duly authorised in the presence of  
an independent witness:

)  
)  
)  
)

Trustee

Trustee