



**Registration of a Charge**

Company name: **ANTHOLOGY DEVELOPMENT 6 LIMITED**

Company number: **10246508**



X8AB876O

Received for Electronic Filing: **23/07/2019**

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**Details of Charge**

Date of creation: **22/07/2019**

Charge code: **1024 6508 0001**

Persons entitled: **GLA LAND AND PROPERTY LIMITED**

Brief description: **THE FREEHOLD LAND KNOWN AS LAND AND BUILDINGS AT 10, 12 AND 14 MARSHGATE INDUSTRIAL ESTATE, MARSHGATE LANE, LONDON, E15 2NH REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBERS EGL459224 AND NGL109691.**

**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.**

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**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: **BRYAN CAVE LEIGHTON PAISNER LLP**



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

Company number: 10246508

Charge code: 1024 6508 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd July 2019 and created by ANTHOLOGY DEVELOPMENT 6 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd July 2019 .

Given at Companies House, Cardiff on 24th July 2019

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 22 July 2019 ~~2018~~

**ANTHOLOGY DEVELOPMENT 6 LIMITED**  
as Chargor

**GLA LAND AND PROPERTY LIMITED**  
as Lender

**DEBENTURE**

(To: The Chief Land Registrar. Note: This Debenture contains (in Clause 5.1 (*Land registration*)) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of GLALP to enter a restriction in the Proprietorship Register and (in Clause 5.3.3) the consent of the Chargor to the lodgement at the Land Registry of an application by or on behalf of GLALP to enter a notice on the Charges Register.)

We certify that save for material redacted pursuant to section 859G

Companies House Act

This copy instrument is a correct copy of the original instrument

*Bryan Cave Leighton Paisner*  
Bryan Cave Leighton Paisner LLP  
Adelaide House  
London Bridge  
London EC4R 9HA  
LLP

23 July 2019

BRYAN  
CAVE  
LEIGHTON  
PAISNER **BLP**

Bryan Cave Leighton Paisner LLP  
Adelaide House London Bridge London EC4R 9HA  
Tel: +44 (0)20 3400 1000 Fax: +44 (0)20 3400 1111

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DATED 22 July 2019 ~~2018~~

## PARTIES

- (1) **ANTHOLOGY DEVELOPMENT 6 LIMITED** a company incorporated in England and Wales with company no 10246508 whose registered office is at 160-166 Borough High Street London SE1 1LB (the "**Chargor**")
- (2) **GLA LAND AND PROPERTY LIMITED** (company no 07911046) of Windsor House, 42-50 Victoria Street, London SW1H 0TL (the "**Lender**" or "**GLALP**").

## BACKGROUND

- (A) GLALP has agreed to make loan facilities available to the Chargor in accordance with the terms of the Development Facility Agreement (as defined below).
- (B) It is a condition precedent to the grant of the loan facilities under the Development Facility Agreement that the Chargor enters into this Deed to provide security to GLALP for the purposes and on the terms as described below.
- (C) It is intended by the parties to this document that it will take effect as a deed.

## OPERATIVE PROVISIONS

### 1 DEFINITIONS AND INTERPRETATION

#### 1.1 In this Deed:

"**Account Bank**" means the bank at which the Charged Accounts are held.

"**Administrator**" has the meaning given to it by paragraph 1 of Schedule B1 to the Insolvency Act 1986 (incorporated by Schedule 16 to the Enterprise Act 2002).

"**Assigned Contracts**" means the Scheme Project Documents (other than the Collateral Warranties) to which the Chargor is party and any other contract entered into by the Chargor in relation to the Scheme and the Intercompany Loan.

"**Charged Accounts**" means the Project Account and the Deposit Account (each as defined in the Development Facility Agreement) in the name of the Chargor and charged to GLALP pursuant Clause 3 (*Security*) of this Deed.

"**Collateral Rights**" means all rights, powers and remedies of GLALP provided by or pursuant to this Deed or by law.

"**Debts**" means all book and other debts of the Chargor, all other monies due and owing to the Chargor and the benefit of all rights, securities or guarantees in respect of such book and other debts.

"**Default Rate**" means the rate of interest calculated in accordance with clause 6 (*Repayment*) of the Development Facility Agreement.

"**Development Facility Agreement**" means the development facility agreement dated 5 December 2018 between the Chargor and GLALP under which GLALP has agreed to make available certain loan facilities to the Chargor.

**"Environmental Audit"** means a full risk assessment of the Security Assets to ascertain the nature and extent of any harm or detriment caused to, or the risk of any possible harm or detriment which may be caused to the Environment by any activity, including soil, air or water testing of the Security Assets and any other property.

**"Environmental Licence"** means a licence, permit, certificate of registration, consent, or approval, including any conditions which attach thereto, which relates to or affects the Security Assets and which is required by an Environmental Law.

**"Event of Default"** has the meaning given to it in the Development Facility Agreement.

**"Financial Collateral"** shall have the meaning given to that expression in the Financial Collateral Regulations.

**"Financial Collateral Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226).

**"Fixtures"** includes all buildings, erections and structures at any time on or in the course of construction on the Mortgaged Property and includes all fixtures, fittings, plant, materials, machinery, equipment, installations and apparatus now and from time to time in or on the Mortgaged Property.

**"Floating Charge Assets"** means the assets charged pursuant to Clause 3.3 (*Floating charge*).

**"Insurances"** means all contracts and policies of insurance of whatever nature which are from time to time taken out by or with the authority or on behalf of the Chargor in relation to the Mortgaged Property.

**"Insured Risks"** means fire, storm, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion, malicious damage, landslip, subsidence, burst pipes, environmental pollution, terrorist acts and other such risks as GLALP may, from time to time, reasonably require including demolition and site clearance costs and expenses and architects', surveyors' and other professional fees and all other properly incurred incidental expenses.

**"Intercompany Loan"** means a loan to be advanced by the Chargor to Anthology Group Limited.

**"Mortgaged Property"** means all the freehold and leasehold property now or in the future and from time to time owned, legally or beneficially, by the Chargor including but not limited to any property specified in Schedule 1 (*Mortgaged Property*) and any other freehold or, as the case may be, leasehold property which is the subject of a Security Interest under this Deed.

**"Occupational Lease Document"** means any tenancy or licence to occupy or any agreement for any of the same from time to time granted or entered into by the Chargor in respect of any part of the Mortgaged Property and any licence, consent or approval given thereunder.

**"Planning Acts"** means the consolidating Acts as defined in the Planning (Consequential Provisions) Act 1990 together with the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004, the Planning Act 2008 and the Localism Act 2011 and all applicable laws, orders, regulations, instruments,



by laws, instructions and standards, whether national, regional or local, including any subordinate legislation relating to town and country planning and to the use and/or occupation of a Mortgaged Property.

**"Receiver"** means any one or more receiver, receiver and manager, administrator or administrative receiver (whether sole, joint and/or several and including any substitute) of the whole or any part of the Security Assets.

**"Related Rights"** means, in relation to any asset which comprises the Security Assets:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, covenants, easements, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset; and
- (d) any monies and proceeds paid or payable in respect of that asset.

**"Rent"** means all amounts payable to or for the benefit of the Chargor by way of rent or licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Mortgaged Property whether under an Occupational Lease Document or otherwise and all other monies payable to or for the benefit of the Chargor in respect of the occupation or use of any part of the Mortgaged Property.

**"Secured Liabilities"** means all present and future monies, obligations and liabilities now or hereafter due owing or incurred to GLALP by the Chargor pursuant to the Finance Documents in any manner whatsoever, in any currency or currencies (whether present or future, actual or contingent) and whether owed by the Chargor as principal or surety or incurred solely or jointly with another, together with all interest accruing thereon and all costs, charges and expenses incurred by GLALP in connection therewith.

**"Securities"** means:

- (a) all shares in any entity owned by the Chargor or held by any nominee or trustee on its behalf;
- (b) all other shares, stocks, debentures, bonds or other securities or investments owned by the Chargor or held by any nominee or trustee on its behalf included in the definition of Security Asset;
- (c) any dividend or interest payable in relation to any of the above; and
- (d) any right, money or property accruing or offered at any time in relation to any of the above by way of redemption, substitution, exchange, bonus or preference under option rights or otherwise.

**"Security"** means the security constituted by or pursuant to this Deed.

**"Security Assets"** means all the assets, rights, property and undertaking of the Chargor from time to time mortgaged, charged, assigned or agreed to be assigned

to, GLALP by the Chargor under this Deed including, without limitation, the Mortgaged Property.

**"Security Financial Collateral Arrangement"** shall have the meaning given to that expression in the Financial Collateral Regulations.

**"Security Interest"** means any mortgage, pledge, lien, charge, security assignment, right of set off, hypothecation or security interest or any other agreement or arrangement having the effect of conferring security (including, for the avoidance of doubt, a floating charge) or any other type of preferential arrangement (including, without limitation, title transfer or retention of title) having a similar effect.

**"Security Period"** means the period beginning on the date hereof and ending on the date upon which all the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

**"Sterling"** means the lawful currency of the United Kingdom.

1.2 In this Deed:

- (a) **"assets"** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (b) an **"authorisation"** includes an authorisation, consent, approval, resolution, licence, exemption, filing or registration;
- (c) the **"Chargor"** or **"GLALP"** includes a reference to its respective successors, permitted assigns and permitted transferees;
- (d) a **"person"** includes a permitted body corporate, unincorporated association and partnership, in each case, whether or not having a separate legal personality;
- (e) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law, being something that it is customary for the Chargor to comply with) of any governmental, intergovernmental or supranational body, GLALP, department or regulatory, self-regulatory or other authority or organisation;
- (f) one gender shall include a reference to other genders; an individual will be treated as including corporations and vice versa; words importing the singular will be treated as including the plural and vice versa and words importing the whole will be treated as including a reference to any part, in each case except where the context specifically requires otherwise;
- (g) this Deed or to any provision of this Deed or any other document (including, without limitation any of the Finance Documents) is a reference to it as amended, restated, supplemented, varied or novated from time to time;
- (h) the words include or including (or any similar term) are not to be construed as implying any limitation and general words introduced by the word other (or any similar term) will not be given a restrictive meaning by

reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things;

- (i) a statute, a statutory provision, enactment or an EC Directive or subordinate legislation is a reference to any amendment, modification, extension, consolidation, replacement or re-enactment of any such statute, statutory provision, enactment or EC Directive, whether before or after the date of this Deed;
- (j) the making of an administration order shall be treated as including a reference to the appointment of an Administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of the Chargor's property) or paragraph 22 (by the Chargor or the directors of the Chargor) of Schedule B1 to the Insolvency Act 1986;
- (k) the making of an application for an administration order by petition shall be treated as including a reference to making an administration application to the court under Schedule B1 to the Insolvency Act 1986, appointing an Administrator under paragraphs 14 or 22 of that Schedule, or giving notice under paragraphs 15 or 26 of that Schedule of intention to appoint an Administrator; and
- (l) an Event of Default is continuing if it has not been remedied or waived.

### **1.3 Development Facility Agreement**

- 1.3.1 Words and expressions defined in the Development Facility Agreement will have the same meanings when used in this Deed, unless the context otherwise requires. In the case of inconsistency, definitions set out in the Development Facility Agreement will prevail.
- 1.3.2 In the event of any inconsistency, ambiguity or discrepancy between the definitions set out in, and the provisions of, the Development Facility Agreement and the definitions set out in, and the provisions of, this Deed, then the definitions set out in, and the provisions of, the Development Facility Agreement shall prevail.

### **1.4 Headings**

The clause, paragraph and Schedule headings and the table of contents are inserted for ease of reference only and will not affect construction.

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

For the purposes of Schedule 1 paragraph 19 Land Registration (Amendment) Rules 2008 the covenant set out in section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will be extended by the provisions of this Deed.

### **1.6 Nature of security over Mortgaged Property**

A reference in this Deed to a charge or mortgage of or over the Mortgaged Property includes:

- (a) all buildings and Fixtures and fittings and fixed plant and machinery which are situated on or form part of the Mortgaged Property at any time; and
- (b) all Related Rights.

## 1.7 **Third party rights**

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy, any term of this Deed.

## 1.8 **Qualifying floating charge**

This Deed contains a qualifying floating charge which gives GLALP the power to appoint an Administrator of the Chargor and paragraph 14 of schedule B1 to the Insolvency Act 1986 applies to the floating charge created by Clause 3.3 (*Floating charge*) of this Deed.

## 1.9 **Avoidance of payments**

If GLALP considers an amount paid by the Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the insolvency, liquidation or administration of the Chargor or otherwise set aside, that amount shall not have been irrevocably and unconditionally paid for the purposes of this Deed.

# 2 **PAYMENT OF SECURED LIABILITIES**

## 2.1 **Covenant to pay**

The Chargor covenants with GLALP that it will:

- (a) on demand, pay and discharge the Secured Liabilities as and when they fall due for payment in the manner provided in the relevant Finance Document;
- (b) indemnify and keep the Lender indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any covenants or other obligations of the Chargor to the Lender under this Deed.

## 2.2 **Interest on demand**

If the Chargor fails to pay any sum due pursuant to the Finance Documents on the due date for payment of that sum the Chargor will pay interest on such sum (before and after any judgment) from the date of demand until the date of payment calculated on a daily basis at the Default Rate at such intervals as GLALP shall determine. Such interest will be calculated on the basis of a 365 day year according to the usual practice of GLALP.

# 3 **SECURITY**

## 3.1 **Fixed charges**

The Chargor hereby charges in favour of GLALP with full title guarantee as continuing security for the payment and discharge of the Secured Liabilities:

- (a) by way of a first fixed legal mortgage the Mortgaged Property;
- (b) by way of a first fixed legal mortgage all estates or interests in any freehold or leasehold property (except any assets specified in Clause 3.1(a)) now or in the future belonging to it;

- (c) by way of first fixed charge:
- (i) the benefit of all present and future licences, consents and authorisations (statutory or otherwise) held or utilised by the Chargor in connection with the Security Assets or the use of any of the Security Assets and all rights in connection with them;
  - (ii) the benefit of all other contracts, guarantees, appointments, covenants and warranties relating to the Mortgaged Property and other documents to which the Chargor is a party or which are in its favour or of which it has the benefit relating to letting, development, sale, purchase, easements, use or the operation of the Mortgaged Property or any part of it or otherwise relating to the Mortgaged Property;
  - (iii) all fittings, fixtures, machinery, tools, vehicles, computers, computer software and hardware and office and other equipment and other chattels belonging to the Chargor and not regularly disposed of in the ordinary course of business together with the benefit of all contracts, licences and warranties relating to the same;
  - (iv) all Fixtures;
  - (v) all of the Chargor's rights title and interest from time to time in monies from time to time standing to the credit of the Charged Accounts and debts represented thereby together with all entitlements to interest and other rights and benefits accruing to or arising in connection therewith;
  - (vi) the Securities;
  - (vii) the Debts and the proceeds of payment or realisation of each of them until payment of such proceeds into the Charged Accounts in accordance with Clause 14 (*Debts*);
  - (viii) all choses in action and the Intellectual Property Rights;
  - (ix) all present and future goodwill, uncalled and called but unpaid capital of the Chargor;
  - (x) all its rights and interests in and claims under the Insurances issued in relation to the Mortgaged Property;
  - (xi) all negotiable instruments at any time drawn, issued or endorsed in favour of or held by or on behalf of, the Chargor, including any such instruments which at any time have been deposited with GLALP (whether or not endorsed by GLALP);
  - (xii) the benefit of any interest rate swap, currency swap, cap or collar arrangement, future, option, forward rate agreement or other derivative instrument (howsoever described) or any other agreement with GLALP or any third party for protecting or hedging any of the Secured Liabilities at any time; and
  - (xiii) insofar as the legal mortgages referred to in Clause 3.1(a) or any of the assignments referred to in Clause 3.2 (*Assignments*) shall

for any reason be ineffective as a legal mortgage or an assignment, the assets referred to in those clauses.

### 3.2 **Assignments**

The Chargor hereby assigns and agrees to assign by way of security to GLALP with full title guarantee for the payment and discharge of the Secured Liabilities all the Chargor's right, title and interest in, to and under each of the following present and future assets:

- (a) the benefit of each of the Assigned Contracts and the benefit of any guarantee or security for the performance of each Assigned Contract;
- (b) the Receipts;
- (b) all its rights and interests in the Rent and the benefit of any guarantee or security in respect of the Rent;
- (c) all its rights and interests in and claims under the Insurances;
- (d) all rights and claims in relation to any Mortgaged Property including, without limitation, all rights and claims against any lessees, tenants, sub-lessees, sub-tenants, licensees or occupiers of the Mortgaged Property from time to time and all guarantors and sureties for the obligations of such persons (whether under the Occupational Lease Documents or otherwise).
- (e) all its rights, title and interest from time to time standing to the credit of any other accounts of the Chargor not charged by Clause 3.1(c)(v) and debts represented thereby, together with all entitlements to interest and other rights and benefits accruing to or arising in connection therewith;
- (f) the benefit of all contracts, deeds, undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Chargor and relating to the Mortgaged Property and all compensation paid in relation to the Mortgaged Property and all VAT payable on the same or in relation to the Works;
- (g) the benefit of any development documents relating to the Works and all undertakings, agreements, rights, warranties, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Chargor relating to the Works;
- (h) the benefit of all guarantees, warranties and representations given or made by, and any rights or remedies to which the Chargor may now or in the future be entitled against, all or any professional advisors and contractors in relation to the Works, and any business carried on thereat, and the manufacturer supplier and installers of all plant, machinery, Fixtures and fittings or other items now or hereafter in buildings located on the Mortgaged Property and any other person now or from time to time under contract or under a duty to the Chargor including without limitation the right to prosecute in the name of the Chargor proceedings against any such person and the benefit of all sums recovered in proceedings against all or any such persons;

- (i) all claims, remedies, awards or judgments paid or payable to the Chargor relating to the Mortgaged Property or the Works (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above);
- (j) the benefit of any monies paid or payable to it from time to time by way of compensation, endowment, gift, grant or otherwise; and
- (k) all Related Rights in respect of the above,

provided that, in each case, to the extent (if any) that the benefits, rights, titles, claims and interests assigned under this Clause 3.2 (*Assignments*) are not assignable, such assignment will operate as an assignment of all proceeds received by the Chargor in connection with such benefits, rights, titles, claims and interests.

### 3.3 **Floating charge**

The Chargor hereby charges in favour of GLALP with full title guarantee for the payment and discharge of the Secured Liabilities by way of floating charge the whole of the Chargor's undertaking, property and assets, present and future wherever situate not from time to time subject to an effective mortgage, fixed charge or assignment under this Deed.

## 4 **CRYSTALLISATION OF THE FLOATING CHARGE**

### 4.1 **Notice of crystallisation**

4.1.1 GLALP may from time to time, by notice in writing to the Chargor following the occurrence of Event of Default which is continuing or if GLALP, acting reasonably, considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution, diligence or other legal process or to otherwise be in jeopardy, convert the floating charge contained in Clause 3.3 (*Floating charge*) with immediate effect into a fixed charge as regards any Floating Charge Assets specified in such notice.

4.1.2 The floating charge contained in Clause 3.3 (*Floating charge*) may not be converted into a fixed charge solely by reason of the obtaining of a moratorium or anything done with a view to obtaining a moratorium under the Insolvency Act 2000.

### 4.2 **Automatic crystallisation**

Notwithstanding anything contained in this Deed, if (without the prior written consent of GLALP):

- (a) any person levies or attempts to levy any distress, execution, diligence, sequestration or other process against the Security Assets which is not frivolous and vexatious and/or being diligently contested by the Chargor;
- (b) a resolution is passed or a petition is presented for the winding up, dissolution, administration or re-organisation of the Chargor other than any petition which is frivolous and vexatious or has been disclosed to GLALP and is being diligently contested by the Chargor;
- (c) a Receiver is appointed over the Security Assets or, if any person entitled to do so, gives notice of intention to appoint a Receiver over the Security Assets or files such a notice with the court;

- (d) an Administrator is appointed in respect of the Chargor or GLALP receives notice of an intention to appoint an Administrator pursuant to paragraphs 15 or 26 of Schedule B1 of the Insolvency Act 1986 in respect of the Chargor;
- (e) if the Chargor creates or attempts to create any Security (other than any Permitted Encumbrance) over any Security Assets;
- (f) if any other floating charge over any of the Security Assets crystallises; or
- (g) in any other circumstances prescribed by law,

then the floating charge created by this Deed over the Floating Charge Assets shall with immediate effect and without notice automatically convert into a fixed charge.

## 5 THE LAND REGISTRY AND FURTHER ADVANCES

### 5.1 Land registration

The Chargor hereby consents to an application being made to the Chief Land Registrar by or on behalf of GLALP to enter the following restriction (in form P of Schedule 4 to the Land Registration Rules 2003) in the Proprietorship Register of any property which is, or is required to be, registered forming part of the Mortgaged 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 [●] 2018 in favour of GLA Land and Property Limited (as Lender) referred to in the Charges Register or their conveyancer or an individual identified as an authorised signatory of the Lender".

### 5.2 Implied covenants

For the purposes of Rule 68(1) of the Land Registration Rules 2003, subject to clause 20.4, the covenants set out in Sections 2 to 5 (inclusive) of the Law of Property (Miscellaneous Provisions) Act 1994 will be extended by the provisions of this Deed.

### 5.3 Further advances

- 5.3.1 Subject to the terms of the Finance Documents, GLALP is under an obligation to make further advances to the Chargor.
- 5.3.2 For the purposes of section 94(1)(c) of the Law of Property Act 1925, section 49(3) of the Land Registration Act 2002 and Rule 108 of the Land Registration Rules 2003, the obligation on GLALP to make further advances will be deemed to be incorporated in this Deed as if the same were set out in this Deed.
- 5.3.3 For the purposes of the Land Registration Rules 2003 and section 49(3) of the Land Registration Act 2002, the Chargor hereby consents to an application being made to the Chief Land Registrar by or on behalf of GLALP for the entry of a note of the obligation to make further advances on the Charges Register of any registered land forming part of the Mortgaged Property.



## 6 FURTHER ASSURANCE

### 6.1 Further assurance: general

The Chargor shall, at its own expense, as soon as reasonably practicable do all such acts or execute all such documents (including, without limitation, assignments, transfers, mortgages, charges, notices and instructions) as GLALP or any Receiver may consider necessary acting reasonably (and in such form as GLALP or any Receiver may require) in favour of GLALP or its nominees:

- (a) to perfect or protect the security created or intended to be created in respect of the Security Assets (which may include the execution by the Chargor of a mortgage, fixed charge or assignment over all or any of the assets constituting, or intended to constitute, Security Assets) or for the exercise of the Collateral Rights; and/or
- (b) to facilitate the realisation of the Security Assets; and/or
- (c) to obtain all necessary consents to procure the registration of this Deed with the registrar of companies (if applicable) and, in respect of the Mortgaged Property, at the Land Registry or on the Land Charges Register, as appropriate.

### 6.2 Consents

The Chargor will use reasonable endeavours to obtain (in form and content satisfactory to GLALP) as soon as possible any consents necessary to enable the relevant Security Assets purported to be so charged or assigned to be the subject of an effective fixed charge or assignment pursuant to Clause 3.1 (*Fixed charges*) and Clause 3.2 (*Assignments*) and, immediately upon obtaining any such consent, the relevant Security Asset shall become subject to such Security and the Chargor shall as soon as reasonably practicable deliver a copy of each such consent to GLALP.

### 6.3 Notice of assignment of Assigned Contracts

The Chargor will as soon as reasonably practicable give notice of assignment in the form set out in Schedule 3, Part 1 (*Form of notice of assignment of an Assigned Contract*) to each counterparty, to an Assigned Contract and shall use reasonable endeavours to procure that each relevant party acknowledges that notice substantially in the form set out in Schedule 3, Part 2 (*Form of acknowledgement of notice of assignment of an Assigned Contract*).

### 6.4 Notice of charge of Accounts

The Chargor will within five Business Days of the initial funding being made available by GLALP give notice to the bank at which the Charged Accounts are held in the form set out in Schedule 3, Part 1 (*Form of notice to Account Bank in respect of a Charged Account*) and shall use reasonable endeavours to procure that the Account Bank acknowledges that notice substantially in the form set out in Schedule 3, Part 2 (*Acknowledgement of notice of charge over the Charged Account*).

### 6.5 Notices of assignment of Insurances

The Chargor will as soon as reasonably practicable give notice of assignment to all insurers in respect of the Insurances in the form set out in Schedule 5, Part

1 (*Form of notice of assignment of Insurances*) and shall use reasonable endeavours to procure that such insurers acknowledge the notice in the form set out in Schedule 5, Part 2 (*Form of acknowledgement of assignment of Insurances*).

## 6.6 **Preservation of rights**

Neither the obligations of the Chargor contained in this Deed nor the rights, powers and remedies conferred in respect of the Chargor upon GLALP by the Finance Documents or by law shall be discharged, prejudiced or otherwise affected by:

- (a) the winding-up, dissolution, administration or reorganisation of the Chargor or any other person or any change in its status, function, control or ownership;
- (b) any of the obligations of the Chargor or any other person under the Finance Documents or under any other security relating to the Finance Documents being or becoming illegal, invalid, unenforceable or ineffective in any respect;
- (c) any time or other indulgence being granted or agreed to be granted to the Chargor or any other person in respect of its obligations under the Finance Documents;
- (d) any amendment to, or any variation, waiver or release of any obligation of the Chargor or any other person under the Finance Documents;
- (e) any failure to take, or fully to take, any security contemplated by the Finance Documents or otherwise agreed to be taken in respect of the Chargor's or any other person's obligations under the Finance Documents;
- (f) any failure to realise or fully to realise the value of, or any release, discharge, exchange or substitution of, any security taken or agreed to be taken in respect of the Chargor's or any other person's obligations under the Finance Documents; or
- (g) any other act, event or omission which, but for this Clause 6.6 (*Preservation of rights*), might operate to discharge, impair or otherwise affect any of the obligations of the Chargor or any other person or any of the rights, powers or remedies conferred upon GLALP by the Finance Documents or by law.

## 7 **NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS**

### 7.1 **Negative pledge**

Save as permitted by the Development Facility Agreement, the Chargor will not during the Security Period, without the prior written consent of GLALP, create, purport to create, or permit to subsist (in favour of any person other than GLALP) any Security Interest over any of the Security Assets now or in the future, or agree or attempt to do so, or increase or extend any liability of the Chargor secured on any of the Security Assets.

### 7.2 **Disposal of fixed charge assets**

- 7.2.1 Save as permitted by the Development Facility Agreement (including, by way of making a Permitted Disposal), the Chargor will not, without the prior written consent of GLALP (whether by a single transaction or number of related or

unrelated transactions, and whether at the same time or over a period of time) sell, transfer, lease out, lend or otherwise dispose of any of the Security Assets charged or assigned by Clause 3.1 (*Fixed charges*) and Clause 3.2 (*Assignments*) or following the crystallisation of the floating charge created by Clause 3.3 (*Floating charge*) the Floating Charge Assets charged by Clause 3.3 (*Floating charge*) or any interests therein or the right to receive or to be paid the proceeds arising from their disposal or agree or attempt to do so.

- 7.2.2 GLALP will at the request of the Chargor release the Security over such Security Assets as are being disposed of as Permitted Disposals pursuant to the terms of the Development Facility Agreement.

### 7.3 **Disposal of Floating Charge Assets**

The Chargor will not dispose of any of the Floating Charge Assets charged by Clause 3.3 (*Floating charge*) other than in the ordinary course of and for the purposes of, carrying on its trading business whilst the floating charge remains uncrystallised.

## 8 **REPRESENTATIONS AND WARRANTIES**

### 8.1 **Duration and to whom made**

The representations and warranties made by the Chargor in this Clause 8 (*Representations and warranties*) are given to GLALP as at the date of this Deed, on the date of each Claim, on the date of each Recycled Funding Request and the date of delivery of each Quarterly Progress Report (by reference to the facts and circumstances then existing).

### 8.2 **Matters represented – Mortgaged Property**

Except as disclosed in writing to GLALP or in the Certificate of Title on or prior to the date of this Deed or on or prior to the date the Mortgaged Property becomes subject to a fixed charge hereunder:

- (a) the Chargor is the sole beneficial owner of the Mortgaged Property;
- (b) planning permission has been obtained or is deemed to have been granted in accordance with statute for the purposes of the Planning Acts and has been complied with in respect to any development and the existing use of the Mortgaged Property, and the Planning Acts and all relevant building regulations or previously relevant building bye-laws have been complied with in respect of all developments, alterations and improvements to the Mortgaged Property and they have also been complied with in respect of the use of the Mortgaged Property;
- (c) there are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever affecting the Mortgaged Property which materially adversely affect or are likely to materially adversely affect the value of the Mortgaged Property or the ability of the Chargor to perform its obligations owed to GLALP;
- (d) nothing has arisen or has been created or is subsisting which would be an overriding interest over the Mortgaged Property which materially adversely affects or is likely to materially adversely affect the value of the Mortgaged Property or the ability of the Chargor to perform its obligations owed to GLALP;

- (e) no facilities necessary for the enjoyment and use of the Mortgaged Property are enjoyed by the Mortgaged Property on terms entitling any person to terminate or curtail its or their use which materially adversely affects or is reasonably likely to materially adversely affect the value of the Mortgaged Property or the ability of the Chargor to perform its obligations owed to GLALP;
- (f) the Chargor has received no notice of any adverse claims by any person in respect of the ownership of the Mortgaged Property or any interest therein, nor has any acknowledgement been given to any person in respect thereof which has not been disclosed to GLALP;
- (g) save as specifically disclosed in writing to GLALP, nothing has arisen, or has been created, which would be an overriding interest in any Mortgaged Property;
- (h) the Mortgaged Property will be free from any tenancies or licences, other than those tenancies or licences permitted under the Development Facility Agreement;
- (i)
  - (i) all written information supplied by the Chargor or on its behalf for the purpose of each Valuation and Certificate of 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;
  - (ii) the information referred to in Clause 8.2(i)(i) was, as at its date or as at the date (if any) on which it was stated to be given, complete and the Chargor did not omit to supply any information which, if disclosed, would adversely affect the Valuation or Certificate of Title; and
  - (iii) in the case of the first Valuation or Certificate of Title only, as far as the Chargor is aware or ought to be aware after due enquiry, nothing has occurred since the date the information referred to in Clause 8.2(i)(i) was supplied and the date of this Deed which would adversely affect such Valuation or Certificate of Title;

8.2.2 The Chargor is in compliance with all applicable Environmental Laws.

- (a) The Chargor is in compliance with the terms of all Environmental Consents necessary for the ownership and operation of the Site, facilities and businesses as presently owned and operated and as presently proposed to be owned and operated, to the extent that failure to do so would constitute a Material Adverse Effect.
- (b) Save as disclosed in the Certificate of Title, there is no material Environmental Claim which is current, pending or threatened (to the best of its knowledge) against it and, to the best of the Chargor's knowledge and belief, there are no past or present acts, omissions, events or circumstances that could form the basis of any Environmental Claim against it.
- (c) Save as disclosed in the Certificate of Title, there are no circumstances that may prevent or interfere with it obtaining or being in compliance with any Environmental Consent in the future and no action is pending or

threatened by any authority against it which would result in any Environmental Consent being revoked, suspended or varied, to the extent that the same would constitute a Material Adverse Effect.

- (d) To the best of its knowledge and belief (having made all reasonable and proper enquiries) and save as disclosed in the Certificate of Title, no Dangerous Substance has been used, disposed of, generated, stored, transported, dumped, released, deposited, buried or emitted at, on, from or under any premises owned, leased, occupied, controlled or used by the Chargor in circumstances where this results or could be expected to result in a liability on the Chargor, to the extent that the same would constitute a Material Adverse Effect.

### **8.3 Matters represented – Security Assets**

- 8.3.1 There are no covenants, agreements, stipulations, reservations, conditions, interests, rights or other matters whatsoever affecting the Security Assets which materially adversely affect or are reasonably likely to materially adversely affect the Security Assets or the ability of the Chargor to perform its obligations owed to GLALP.
- 8.3.2 No facilities necessary for the enjoyment and use of the Security Assets are enjoyed by the Security Assets on terms entitling any person to terminate or curtail its or their use which materially adversely affects or is reasonably likely to materially adversely affect the Security Assets or the ability of the Chargor to perform its obligations owed to GLALP.
- 8.3.3 The Chargor has received no notice of any adverse claims (excluding any winding-up petition for the winding-up of the Chargor which the Lender agrees is frivolous or vexatious and is being diligently contested by the Chargor in good faith) by any person in respect of the ownership of the Security Assets or any interest therein, nor has any acknowledgement been given to any person in respect thereof which has not been disclosed to GLALP.

### **8.4 Security created**

Subject to the Legal Reservations and registration with the registrar of companies (if applicable), at the Land Registry or at the Land Charges Registry as appropriate, this Deed creates those Security Interests it purports to create ranking as set out above and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise.

## **9 GENERAL UNDERTAKINGS**

### **9.1 Duration and benefit**

The undertakings in this Clause 9 (*General undertakings*):

- (a) shall remain in force during the Security Period; and
- (b) and are given to GLALP.

### **9.2 Not to jeopardise the Security**

The Chargor will not do or allow to be done anything which could reasonably be expected materially to decrease the value of the Security to GLALP (other than fair

wear and tear arising from the use of the Security Assets in the ordinary course of business).

### 9.3 **Maintenance**

Save as permitted by or contemplated by the Development Facility Agreement, the Chargor will keep all plant, machinery, Fixtures, fittings, vehicles, computers and other equipment of a repairable nature included in the Security Assets in a good state of repair and in good working order and condition, (fair wear and tear arising from the use of the Security Assets in the ordinary course of business excepted) and when necessary replace the same by items of similar quality and value.

### 9.4 **Information and access**

The Chargor will, at the written request of GLALP, as soon as reasonably practicable provide GLALP with such information as GLALP may reasonably require about the Security Assets and the Chargor's compliance with the terms of this Deed and the Chargor will permit GLALP, its representatives, professional advisers and contractors, free access at all reasonable times and on reasonable notice:

- (a) to view the Security Assets (without becoming liable as mortgagee in possession); and
- (b) to inspect and take copies and extracts from such books, accounts and records of the Chargor as relate to the Security Assets.

### 9.5 **Law**

The Chargor will comply with all applicable laws affecting the Security Assets.

## 10 **MORTGAGED PROPERTY**

The Chargor undertakes to GLALP at all times during the Security Period (save as permitted otherwise by the Development Facility Agreement):

### 10.1 **Repair**

To keep the Mortgaged Property which is of a repairable nature in good and tenantable repair and condition (fair wear and tear arising from the use of the Security Assets in the ordinary course of business excepted).

### 10.2 **Outgoings**

To pay punctually all Taxes, rents, rates, duties, assessments and other outgoings payable in respect of the Mortgaged Property.

### 10.3 **Covenants**

To perform and observe all covenants (positive and restrictive), conditions and stipulations from time to time affecting the Mortgaged Property or the use or enjoyment of it.

### 10.4 **Development**

Not to carry out or permit any development (as such term falls within the meaning of that expression in the Planning Acts and being development for which the permission of the local planning authority is required) of the Mortgaged Property,

or remove any of the Fixtures on the Mortgaged Property (except in connection with the renewal or replacement of them) without the prior written consent of GLALP or except as permitted under the Finance Documents.

#### 10.5 **User**

To use the Mortgaged Property only for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts.

#### 10.6 **Planning**

- (a) to comply with any conditions attached to any planning permissions relating to or affecting the Mortgaged Property; and
- (b) not without the prior written consent of GLALP or except as permitted under the Finance Documents to make any application for planning permission or implement any planning permission obtained or enter or agree to enter into any agreement or undertaking under the Planning Acts in each case in respect of the Mortgaged Property.

#### 10.7 **Notices**

To pass onto GLALP as soon as reasonably practicable following receipt a copy of any notice or proposal for a notice or order served on the Chargor by any public or local or any other authority in respect of the Mortgaged Property or any part thereof and to give notice to GLALP as soon as reasonably practicable upon becoming aware of any other matter which is likely to affect adversely the value of the Mortgaged Property, and in each case if GLALP so requires or approves and at the Chargor's cost to make such representations in respect of such notice or order as GLALP may reasonably require.

#### 10.8 **Information**

At the request of GLALP promptly to provide GLALP with such documents or information relating to the Mortgaged Property or its development as GLALP may reasonably require.

#### 10.9 **Compliance with leases**

Where the Mortgaged Property is leasehold or subject to any lease, agreement for lease, tenancy or licence:

- (a) to observe and perform all the covenants, stipulations and obligations contained in any lease, agreement for lease, tenancy or licence affecting the Mortgaged Property of which the Chargor is the lessee, tenant or licensee; and
- (b) to comply with all covenants on the part of the lessor or licensor contained in the lease, agreement for lease, tenancy or licence affecting the Mortgaged Property of which the Chargor is the lessor or licensor;

#### 10.10 **Environmental matters**

- (a) to obtain and maintain all licences required by it under Environmental Law and comply in all material respects with all Environmental Law applicable to it; and

- (b) to ensure that no Dangerous Substances are used, disposed of, generated, stored, transported, deposited, buried or emitted at, on, from or under any premises (whether or not owned, leased, occupied or controlled by it) in circumstances where this might result in a liability of GLALP.

#### 10.11 **Leases**

- (a) not without the prior written consent of GLALP to grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of the Mortgaged Property or any part thereof or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property and provided, on request by GLALP, it notifies GLALP of all leases, tenancies, licences or rights to occupy granted or surrendered by it and if so reasonably requested by GLALP provided it sends a copy thereof to GLALP as soon as reasonably practicable following request;
- (b) to enforce and not waive or release the covenants, conditions, agreements and obligations contained in or imposed by any of the Occupational Lease Documents or any guarantee in respect of the obligations of the tenants, lessees, licensees or other parties thereunder which materially affects or is reasonably likely to materially affect the value of the Mortgaged Property;
- (c) not without the prior written consent of GLALP to accept or agree to accept the surrender or alteration of any of the Occupational Lease Documents which materially affects or is reasonably likely to materially and adversely affect the value of the Mortgaged Property and observe and perform all the covenants, conditions, agreements and obligations on its part in all material respects; and
- (d) to deliver to GLALP within 14 days of demand full particulars of all Occupational Lease Documents.

#### 10.12 **Commonhold**

The Chargor shall not convert, or permit the conversion of, any freehold estate of any of the Mortgaged Property to a freehold estate in commonhold land under Part 1 of the Commonhold and Leasehold Reform Act 2002.

### 11 **INSURANCE**

#### 11.1 **Insured Risks**

Except where insured by the lessor of any Mortgaged Property, the Chargor will insure all of the Security Assets (which are of an insurable nature) against:

- (a) the Insured Risks;
- (b) third party, public liability and terrorism; and
- (c) any other risks normally insured against by persons carrying on the same class of business as that carried on by it.

#### 11.2 **Replacement value**

Any Insurance must be in a sum or sums not less than the replacement value of the Security Assets. For this purpose, replacement value means the total cost of



rebuilding, reinstating or replacing those Security Assets in the event of their being completely destroyed, together with any relevant architects' and surveyors' fees.

### 11.3 **Insurance company**

Any Insurances required under this Clause 11 (*Insurance*) must be with an insurance company or underwriters acceptable to GLALP (acting reasonably).

### 11.4 **Application**

Subject to the provisions of any lease or prior charge of all or part of the Security Assets, all monies received or receivable under any Insurances must be applied in accordance with the Development Facility Agreement.

### 11.5 **Co-insurance**

The Chargor will procure that a note of GLALP's interest as co-insured (composite) is endorsed upon all Insurances maintained by the Chargor and that GLALP is named first loss payee (other than in relation to insurance against third parties, professional indemnity and public liability risks).

### 11.6 **Provisions of Insurances**

The Chargor will procure that the relevant Insurances contain provisions that:

- (a) they will not be terminated, invalidated or otherwise allowed to lapse for failure to pay any premium or otherwise unless 30 days' notice is given to GLALP;
- (b) they will not be vitiated or avoided as against GLALP in the event or as a result of any misrepresentation, act, neglect or failure to make disclosure on the point of any issued party or any circumstances beyond the control of an issued party; and
- (c) a waiver of the rights of subrogation of the insurer as against the Chargor, GLALP and the tenants of any Mortgaged Property.

### 11.7 **Avoidance of policy**

The Chargor will not do or permit anything to be done which may make the Insurances void or voidable.

### 11.8 **Premiums**

The Chargor will duly and punctually pay (or use all reasonable endeavours to procure the due and punctual payment of) all premiums and do all other things necessary to keep the Insurances in force.

### 11.9 **Return of policy**

The Chargor will, within five Business Days following the written request of GLALP, produce to GLALP the policy, certificate or cover note relating to any of the Insurances and the receipt for the payment of the last premium and will if GLALP requests deposit all Insurances with GLALP.

## 12 **ASSIGNED CONTRACTS**

### 12.1 **Performance**

The Chargor will remain liable to perform all the obligations to be performed in respect of any of the Assigned Contracts and GLALP will have no obligation of any kind whatsoever in relation to them or be under any liability whatsoever in the event of any failure by the Chargor to perform its obligations in respect of them. The Chargor agrees to indemnify and hold GLALP harmless from all costs, claims, damages or liabilities whatsoever and howsoever arising out of the performance of or the failure in performance of the Chargor's obligations in respect of the Assigned Contracts.

### 12.2 **No amendments**

Save as permitted under the Development Facility Agreement, the Chargor will not without the prior written consent of GLALP:

- (a) amend, supplement, novate or waive any material provision of or terminate any Assigned Contract; or
- (b) do anything which might jeopardise the enforceability of any Assigned Contract.

## 13 **CHARGED ACCOUNTS**

### 13.1 **Charged Accounts**

On or before the date of the Initial Drawdown, the Chargor shall open and maintain the Charged Accounts and shall operate the same in accordance with the requirements of the Development Facility Agreement.

### 13.2 **Withdrawal from the Charged Accounts**

The Chargor may withdraw sums standing to the credit of the Project Account in accordance with the provisions of the Development Facility Agreement.

## 14 **DEBTS**

### 14.1 **Restriction on dealing**

The Chargor will not without the prior written consent of GLALP deal with its Debts otherwise than by collecting them in the ordinary course of business and will not charge, factor, discount or assign any of its Debts in favour of any third party.

### 14.2 **Payment**

The Chargor will collect all Debts charged to GLALP under this Deed and will without delay pay the proceeds of payment or realisation of all such Debts into the Charged Accounts.

## 15 **SECURITIES**

### 15.1 **Calls and other payments**

In relation to the Securities:

- (a) the Chargor will duly and promptly pay all calls or other payments due or payable in respect of any Securities and will comply with all other conditions and obligations assumed by it in relation to any of the Securities;
- (b) GLALP will not incur any liability in relation to any calls or other payments relating to the Securities;
- (c) if the Chargor defaults in complying with its obligations under Clause 15.1(a) GLALP may in its absolute discretion make such payments on behalf of the Chargor; and
- (d) the Chargor agrees to reimburse GLALP on demand all sums properly expended by GLALP under Clause 15.1(c).

## 15.2 **Notices**

The Chargor will forward to GLALP any notices, reports, accounts, circulars and other documents relating to the Securities material to the rights of GLALP hereunder as soon as reasonably practicable after they are received.

## 15.3 **Rights prior to enforcement**

Until the Security becomes enforceable:

- (a) the Chargor may exercise or direct all voting and other rights relating to the Securities provided that such exercise does not materially and adversely affect the Securities or GLALP or the Security; and
- (b) except as otherwise permitted by GLALP in writing or by the Development Facility Agreement, all interest, dividends and other distributions in relation to the Securities will be paid into the Deposit Account.

## 15.4 **Rights after enforcement**

Upon the Security becoming enforceable:

- (a) GLALP shall be entitled to exercise in the name of the Chargor all voting or other rights in relation to the Securities and the Chargor will (and will procure that its nominees will) comply with any directions GLALP may in its absolute discretion, give concerning the exercise of those rights and powers;
- (b) GLALP shall be entitled to receive and retain all dividends, and other distributions paid in respect of the Securities;
- (c) GLALP shall be entitled to exercise or direct the exercise of all voting or other rights in relation to the Securities in such means as it considers fit; and
- (d) GLALP shall be entitled to complete all instruments of transfer referred to in Clause 15.5 (*Deposit of certificates*) and otherwise have any Securities registered in its name or the name of its nominee.

## 15.5 **Deposit of certificates**

The Chargor will as soon as reasonably practicable following the date of this Deed and on the date of acquisition of any Securities, deposit with GLALP, in addition the documents of title and other documentary evidence required by Clause 15 (*Securities*), such duly executed instruments of transfer (with the name of the transferee, date and consideration left blank) as GLALP may require to perfect the title of GLALP or its nominee to such Securities and/or to enable GLALP to vest such Securities in any purchaser upon exercise of GLALP's power of sale.

## 15.6 **Liability of GLALP**

The Chargor agrees with GLALP that neither GLALP nor GLALP's nominee will have any liability:

- (a) for failing to present any coupon or other document relating to any of the Securities for payment or redemption;
- (b) for failing to accept any offer relating to any of the Securities;
- (c) for failing to attend or to vote at any meetings related to the Securities;
- (d) for failing to notify the Chargor of any matters mentioned in this Clause 15 (*Securities*) or of any communication received by GLALP in relation to the Securities; or
- (e) for any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Securities or which may be exercised by GLALP or any nominee for GLALP under this Deed.

## 16 **INTELLECTUAL PROPERTY RIGHTS**

### 16.1 The Chargor shall:

- (a) if requested in writing by GLALP at any time, register the interest of GLALP in all or any part of any Intellectual Property Rights;
- (b) if requested in writing by GLALP at any time, execute all such documents and do all such things as GLALP may reasonably require to record the interest of GLALP in any registering relating to the Intellectual Property Rights;
- (c) preserve, maintain and renew as and when necessary all Intellectual Property Rights required by the Chargor for carrying on its business; and
- (d) as soon as reasonably practicable notify GLALP of any infringements of the Intellectual Property Rights and take all steps as may be reasonably necessary to prevent such infringement and/or recover damages in respect thereof.

## 17 **DEPOSIT OF TITLE DEEDS**

The Chargor will hold all deeds and documents of title relating to the Security Assets and such other documents relating to the Security Assets within its possession or control to the order of GLALP pursuant to an undertaking from the Chargor's solicitors in a form agreed by GLALP, for the duration of the Security

Period, except to the extent that any such Security Assets are released by GLALP pursuant to the terms of the Development Facility Agreement.

## 18 **POWER TO REMEDY**

In the case of default by the Chargor in repairing or keeping in repair or insuring the Security Assets or any part thereof or in observing or performing any of the covenants or stipulations affecting the same, the Chargor will permit GLALP or its agents and contractors to enter on the Security Assets at all reasonable times and on reasonable notice and to comply with or object to any notice served on the Chargor in respect of the Security Assets and to effect such repairs or insurance or generally do such things or pay all such costs, charges and expenses as GLALP may consider are necessary to prevent or remedy any breach of covenant or stipulation or to comply with or object to any notice. The Chargor will indemnify and keep GLALP indemnified against all losses, costs, charges and expenses reasonably incurred in connection with the exercise of the powers contained in this Clause 18 (*Power to remedy*).

## 19 **ENFORCEMENT OF SECURITY**

### 19.1 **When Security becomes enforceable**

The Security shall be immediately enforceable if an Event of Default occurs and is continuing. After the Security has become enforceable, GLALP may in its absolute discretion enforce all or any part of such Security at the times, in the manner, and on the terms as it shall think fit and take possession of or hold or dispose of all or any part of the Security.

### 19.2 **Exercise of powers**

At any time after the Security becomes enforceable, GLALP may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by the Law of Property Act 1925 (as varied or extended by this Deed) on mortgagees and by this Deed on any Receiver or otherwise conferred by law on mortgagees or Receivers.

### 19.3 **Right of appropriation**

To the extent that any of the Security Assets constitutes Financial Collateral and this Deed and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement GLALP shall have the right, at any time after this Deed has become enforceable, to appropriate all or any part of such Financial Collateral in or towards payment and/or discharge of the Secured Liabilities in such order as GLALP in its absolute discretion may from time to time determine. For this purpose each of the Chargor and GLALP agrees that the value of such Financial Collateral so appropriated shall be (a) in the case of cash, the amount standing to the credit of each of the Charged Accounts, together with any accrued but unposted interest, at the time the right of appropriation is exercised; and (b) in the case of Securities, the market price of such Securities at the time the right of appropriation is exercised as determined by GLALP by reference to any recognised market index or by such other process as GLALP may select, including, without limitation, independent valuation. In each case, each of the Chargor and GLALP agrees that the method of valuation provided for in this Clause 19 (*Enforcement of Security*) shall constitute a commercially reasonable method of valuation for the purpose of the Financial Collateral Regulations.

#### 19.4 **Possession**

If GLALP, any Receiver or any delegate of any such person takes possession of the Security Assets, it or he may at any time relinquish such possession.

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

GLALP will not be liable to account as a mortgagee in possession in respect of all or any part of the Security Assets or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Security Assets to which a mortgagee in possession might otherwise be liable.

#### 19.6 **Power of sale**

The power of sale under this Deed may be exercised notwithstanding that GLALP or the Receiver may have previously waived or refrained from exercising that power; and no demand or notice of sale made or given under this Deed will be waived by the acceptance of any payment on account of the Secured Liabilities, or by any negotiations between GLALP and the Chargor or any other party who is acting as agent for the Chargor or on behalf of it.

#### 19.7 **Receiver's liability**

All the provisions of Clause 19.5 (*No liability as mortgagee in possession*) will apply, *mutatis mutandis*, in respect of the liability of any Receiver and delegate of the Receiver or GLALP or any officer, employee or agent of GLALP, any Receiver or any delegate.

### 20 **EXTENSION AND VARIATION OF THE LAW OF PROPERTY ACT 1925**

#### 20.1 **Extension of powers**

The power of sale or other disposal conferred on GLALP and on any Receiver by this Deed will operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power will arise (and the Secured Liabilities will be deemed due and payable for that purpose) on the execution of this Deed.

#### 20.2 **Restrictions**

The restrictions contained in Sections 93 and 103 of the Law of Property Act 1925 will not apply to this Deed or to the exercise by GLALP of its right to consolidate all or any of the Security with any other security in existence at any time or to its power of sale, which powers may be exercised by GLALP without notice to the Chargor.

#### 20.3 **Power of leasing**

The statutory powers of leasing may be exercised by GLALP at any time and GLALP and any Receiver may make any lease or agreement for lease, accept surrenders of leases and grant options on such terms as it will think fit, without the need to comply with any restrictions imposed by Sections 99 and 100 of the Law of Property Act 1925.

#### 20.4 **Non-application**

The following provisions of the Law of Property (Miscellaneous Provisions) Act 1994 will not apply to Clause 3 (*Security*) being:

- (a) the words 'other than any charges, encumbrances or rights which that person does not and would not reasonably be expected to know about' in Section 3(1);
- (b) the words 'except to the extent that' and all words thereafter in Section 3(2); and
- (c) Section 6(2).

#### 20.5 **Application**

Section 109(8) of the Law of Property Act 1925 will not apply, and all monies received by GLALP or any Receiver in the exercise of any powers conferred by this Deed will be applied in the following order:

- (a) in the payment of:
  - (i) all costs, charges, liabilities and expenses incurred by GLALP or any Receiver in the exercise of those powers or incidental to any Receiver's appointment, together with interest at the applicable rate set out in Clause 2.2 (*Interest on demand*) (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full; and
  - (ii) any Receiver's remuneration;
  - (iii) in or towards discharge of all liabilities having priority to the Secured Liabilities;
- (b) in or towards the satisfaction of the Secured Liabilities in such order as GLALP determines; and
- (c) in the payment of any surplus to the Chargor or other person entitled to it.

#### 20.6 **Application of sums received**

The Chargor will have no rights in respect of the application by GLALP of any sums received, recovered or realised by GLALP under this Deed.

### 21 **APPOINTMENT OF RECEIVER**

#### 21.1 **Appointment and removal**

At any time after the Security becomes enforceable, or if requested to do so by the Chargor, GLALP may by agreement or otherwise (acting through an authorised officer of GLALP), without prior notice to the Chargor:

- (a) appoint one or more persons to be a Receiver of the whole or any part of the Security Assets or an Administrator of the Chargor;
- (b) remove (so far as it is lawfully able) any Receiver or an Administrator so appointed; and

- (c) appoint another person(s) as an additional or replacement Receiver(s) or Administrator(s).

## 21.2 **Capacity of Receivers**

Each person appointed to be a Receiver under this Deed will be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes will be deemed to be the agent of the Chargor which will be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver will at any time act as agent for GLALP; and
- (c) entitled to remuneration for his services at a rate to be fixed by GLALP from time to time (without being limited to the maximum rate specified by the Law of Property Act 1925).

## 21.3 **Statutory powers of appointment**

The powers of a Receiver will be in addition to all statutory and other powers of GLALP under the Law of Property Act 1925 (as extended by this Deed), an administrative receiver under the Insolvency Act 1986 or otherwise and such powers will remain exercisable from time to time by GLALP in respect of any part of the Security Assets.

## 22 **POWERS OF RECEIVER**

### 22.1 **Powers**

Every Receiver appointed by GLALP will (in addition to all powers conferred on him by law) have the following powers exercisable in respect of the Security Assets upon such terms and conditions as he thinks fit:

- (a) to take possession of and generally to manage the Security Assets and any business of the Chargor;
- (b) to enter into, carry into effect, complete, deliver, perform, repudiate, rescind or vary any agreement, contract, transaction or arrangement to which the Chargor is or is to be a party;
- (c) to carry out on any Mortgaged Property (or on any other property which it may in his opinion be necessary or desirable to work upon) any development or new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment and to apply for and obtain all planning permissions, consents or licences as may be necessary or desirable for such purposes;
- (d) to purchase or acquire any land and purchase, acquire, grant or release any interest in or right over land and enter into, take or release the benefit of covenants (positive or restrictive) binding on or benefiting the Mortgaged Property;
- (e) to sell, lease, licence, surrender or accept surrender of leases or licences of, charge or otherwise deal with and dispose of the Security Assets



without restriction including (without limitation) power to dispose of any Fixtures separately from the land;

- (f) to carry into effect and complete any transaction by executing agreements or documents in the name of or on behalf of the Chargor;
- (g) to insure the Security Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds or give commitments, guarantees indemnities and security;
- (h) to engage, rely on the advice of and discharge advisers, consultants, officers, managers, agents, workmen and others;
- (i) to purchase materials, tools, equipment, goods or supplies;
- (j) to bring, continue or defend any claim, dispute, action or legal proceedings and enter into any arrangement or compromise in relation to the Security Assets or any part of them;
- (k) to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Liabilities for the purposes of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (l) to make any elections for value added tax purposes; and
- (m) to do any other acts or things as:
  - (i) he may consider to be necessary or desirable for the realisation of the Security Assets or any part thereof;
  - (ii) 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.

## 23 PROTECTION OF PURCHASERS

### 23.1 Consideration

The receipt of GLALP or any Receiver will be conclusive discharge to a purchaser and, in making any sale or disposal of any of the Security Assets or making any acquisition, GLALP or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

### 23.2 Protection of purchaser

No purchaser or other person dealing with GLALP or any Receiver will be bound to inquire whether the right of GLALP or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of GLALP or such Receiver in such dealings.

## 24 POWER OF ATTORNEY

### 24.1 Appointment and powers

The Chargor by way of security irrevocably appoints GLALP and every Receiver or Administrator and any delegate or sub-delegate severally to be its attorney and, at

any time following an Event of Default which is continuing, in its name, on its behalf and as its act and agreement to execute, deliver and perfect all documents and do all things which:

- (a) the Chargor ought to have done by this Deed (including the execution and delivery of any agreements, charges, legal mortgages, assignments or other security and any transfers of the Security Assets) but has failed to do;
- (b) enable GLALP and any Receiver or Administrator or any delegate or sub-delegate to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including the exercise of any right of a legal or beneficial owner of the Security Assets).

## **24.2 Ratification**

The Chargor will ratify and confirm all things lawfully done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers.

## **25 EFFECTIVENESS OF SECURITY**

### **25.1 Continuing Security**

The Security will remain in full force and effect as a continuing security for the Secured Liabilities during the Security Period.

### **25.2 Cumulative rights**

The Security and the Collateral Rights will be cumulative, in addition to and independent of every other security which GLALP may at any time hold for the Secured Liabilities or any other obligations or any rights, powers and remedies provided by law. No prior security held by GLALP over the whole or any part of the Security Assets will merge into the Security.

### **25.3 No prejudice**

Neither the Security nor the Collateral Rights will be prejudiced by any time or indulgence granted to the Chargor or any other person or by any other thing which might otherwise prejudice the Security or any Collateral Right.

### **25.4 Remedies and waivers**

No failure on the part of GLALP to exercise, or any delay on its part in exercising, any Collateral Right will operate as a waiver thereof, nor will any single or partial exercise of any Collateral Right preclude any further or other exercise of that or any other Collateral Right.

### **25.5 No liability**

None of GLALP, any Receiver or any delegate or sub-delegate will be liable by reason of:

- (a) taking any action permitted by this Deed; or
- (b) any neglect or default in connection with the Security Assets; or

(c) taking possession of or realising all or any part of the Security Assets

except in the case of negligence or wilful default or fraud upon its part.

#### 25.6 **Partial invalidity**

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor of such provision under the laws of any other jurisdiction will in any way be affected or impaired thereby and, if any part of the Security is invalid, unenforceable or ineffective for any reason, that will not affect or impair any other part of the Security.

#### 25.7 **Other security**

GLALP will not be obliged to resort to any guarantees, indemnities, Security Interests or other means of payment now or hereafter held by or available to it before enforcing this Deed and no action taken or omitted by GLALP in connection with any such guarantee, indemnity, Security Interests or other means of payment will discharge, reduce, prejudice or affect the liability of the Chargor or the Secured Liabilities nor will GLALP be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such guarantees, indemnities, Security Interests or other means of payment.

#### 25.8 **Variation**

No variation of the terms of this Deed will be valid unless it is in writing and executed as a deed by the Chargor and confirmed in writing by GLALP.

### 26 **RELEASE OF SECURITY**

Upon the expiry of the Security Period and GLALP not being under any further actual or contingent obligation to make advances or provide other financial accommodation to the Chargor under the Finance Documents, GLALP will, at the cost of the Chargor, release and cancel the Security and procure the reassignment to the Chargor of the property and assets assigned to GLALP pursuant to this Deed and without recourse to, or any representation or warranty by, GLALP or any of its nominees and will return to the Chargor all Insurances, certificates and other documents deposited with GLALP pursuant to the terms of this Deed.

### 27 **SUBSEQUENT SECURITY INTERESTS**

If GLALP at any time receives or is deemed to have received notice of any subsequent Security Interest affecting all or any part of the Security Assets or any assignment or transfer of the Security Assets which is prohibited by the terms of this Deed, all payments thereafter by or on behalf of the Chargor to GLALP will be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities as at the time when GLALP received such notice.

## 28 **ASSIGNMENT**

### 28.1 **Right of GLALP to assign**

GLALP may at any time assign or otherwise transfer all or any part of its rights under this Deed to any person to whom it has assigned or transferred the Development Facility Agreement.

### 28.2 **Restriction on Chargor**

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

### 28.3 **Confidentiality**

GLALP may give such information relating to the Chargor and the Secured Liabilities as it thinks fit to any person proposing to take an assignment and/or transfer from GLALP and/or to enter into contractual relations with GLALP with respect to this Deed.

## 29 **EXPENSES, STAMP TAXES AND INDEMNITY**

### 29.1 **Expenses**

The Chargor shall pay the costs and expenses of GLALP in connection with the registration, preparation and execution of this Deed and all documents ancillary to it. The Chargor will, from time to time on the written demand of GLALP, reimburse GLALP on a full indemnity basis for all the costs and expenses (including legal fees) together with any VAT thereon properly incurred by it or by any Receiver in connection with the exercise, preservation and/or enforcement of any of the Collateral Rights or the security contemplated by this Deed or any proceedings instituted by or against GLALP or any Receiver as a consequence of taking or holding the security or of enforcing the Collateral Rights, and such expenses will carry interest until so reimbursed at the rate referred to in Clause 2.2 (*Interest on demand*).

### 29.2 **Stamp taxes**

The Chargor will pay all stamp, stamp duty land tax, registration and other Tax to which this Deed, the Security or any judgment given in connection with it is or at any time may be subject and will, from time to time, indemnify GLALP on written demand against any liabilities, costs, claims and expenses resulting from any failure to pay or delay in paying any such Tax.

### 29.3 **Indemnity**

The Chargor will, notwithstanding any release or discharge of all or any part of the Security, indemnify GLALP, its agents, attorneys and any Receiver against any reasonable action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Chargor of the provisions of this Deed, the exercise or purported exercise of any of the rights and powers conferred on them by this Deed or otherwise relating to the Security Assets.

## 30 **PAYMENTS FREE OF DEDUCTION**

All payments to be made under this Deed will be made free and clear of and without deduction or withholding whatsoever for or on account of any Tax except

to the extent that the Chargor is required by law to make such payment subject to the deduction or withholding of any Tax. If any Tax or amount in respect of Tax is required to be deducted from any amounts payable or paid by the Chargor, the Chargor will pay such additional amounts as may be necessary to ensure that after the making of the deduction or withholding which is required the relevant recipient receives and retains (free from any liability in respect of any such deduction or withholding) a net amount equal to the full amount which it would have received and retained had no such deduction or withholding been made.

### 31 **DISCRETION AND DELEGATION**

#### 31.1 **Discretion**

Any power or discretion which may be exercised or any determination which may be made hereunder by GLALP or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

#### 31.2 **Delegation**

Each of GLALP and any Receiver will have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it sees fit, which delegation may include power to sub-delegate and will not preclude either the subsequent exercise of such power, authority or discretion by GLALP or the Receiver itself or any subsequent delegation or revocation thereof.

### 32 **PERPETUITY PERIOD**

The perpetuity period under the rule against perpetuities, if applicable to this Deed, will be the period of 125 years from the date of this Deed (as specified in section 5(1) of the Perpetuities and Accumulations Act 2009).

### 33 **COUNTERPARTS**

This Deed may be executed in counterparts, all of which when taken together will constitute a single agreement.

### 34 **CERTIFICATION**

The Chargor hereby certifies that its creation of this Deed in favour of GLALP does not contravene any of the provisions of the Companies Act 2006 or its constitutive documents.

### 35 **REORGANISATION**

This Deed will remain binding on the Chargor notwithstanding any change in the constitution of GLALP or its absorption by, or amalgamation with, or the acquisition of all or part of its undertaking by, any other person, or any reconstruction or reorganisation of any kind. The Security will remain valid and effective in all respects in favour of GLALP and for any assignee, transferee or other successor in title of GLALP.

### 36 **SET OFF**

After the occurrence of an Event of Default that is continuing, GLALP may set off any matured obligation due from the Chargor under this Deed against any matured obligation owed by GLALP to the Chargor (whether actual or contingent, present or

future), regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, GLALP may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

### 37 **PAYMENT OF MONIES**

#### 37.1 **Date for payment**

Where neither the Development Facility Agreement nor this Deed specified the due date for payment of any monies owed by the Chargor to GLALP such monies will be due and payable to GLALP by the Chargor on written demand.

#### 37.2 **Currency**

The Chargor's liability under this Deed is to discharge the Secured Liabilities in Sterling. If at any time GLALP receives a payment (including by set-off) referable to any of the Secured Liabilities from any source in a currency other than Sterling, then such payment will take effect as a payment to GLALP of the amount in Sterling which GLALP is able to purchase (after deduction of any relevant costs) with the amount of the payment so received in accordance with its usual practice.

#### 37.3 **Currency indemnity**

If a payment is made under a court order or in satisfaction of a claim or proof and is treated by Clause 37.2 (*Currency*) as a payment of an amount which falls short of the relevant liability of the Chargor expressed in Sterling, the Chargor as a separate and independent obligation will on demand from time to time indemnify GLALP against such shortfall and pay interest on such shortfall from the date of such payment to the date on which the shortfall is paid.

#### 37.4 **Certificates**

A certificate signed by an official of GLALP as to the amount due or owing from the Chargor will be conclusive evidence against the Chargor, except in the case of manifest error.

### 38 **NOTICES**

#### 38.1 **Service**

Any notice or communication to be given in connection with this Deed will be in writing and delivered by hand and receipted for by the recipient or sent by recorded delivery service addressed in the case of any party pursuant to Clause 38.1(a) or Clause 38.1(b), or fax and:

(a) sent to the Chargor at:

Anthology Development 6 Limited

160-166 Borough High Street

London, SE1 1LB

Email: david.clark@anthology.london

Attention: David Clark

- (b) sent to GLALP at:
- Windsor House
- 42-50 Victoria Street
- London
- SW1H 0TL
- Email: Gwen.mansfield@london.gov.uk
- Attention: Gwen Mansfield

unless either party has communicated another address or fax number to the other in which case it must be sent to the last address or fax number so communicated.

### 38.2 **Receipt**

A notice or communication shall be deemed to be given by the sender and received by the recipient under Clause 38 (*Notices*):

- (a) if delivered by hand, at the time of delivery;
- (b) if delivered by recorded delivery service, three Business Days after delivery including the date of postage; and
- (c) if sent by fax, when received in legible form.

### 38.3 **Confirmation in writing**

The Chargor may not rely on any oral notice, waiver, consent, approval, representation, advice, statement or other communication by GLALP or any of its employees, agents or representatives except where such communications are confirmed in writing and signed for GLALP pursuant to Clause 38 (*Notices*).

### 38.4 **Electronic communication**

38.4.1 Any communication to be made between the Chargor and GLALP under or in connection with this Deed may be made by electronic mail or other electronic means to the extent that they agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if they:

- (a) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
- (b) notify each other of any change to their address or any other such information supplied by them by not less than five Business Days' notice.

38.4.2 Any electronic communication made between the Chargor and GLALP will be effective only when actually received in readable form and in the case of any electronic communication made by the Chargor to GLALP only if it is addressed in such a manner as GLALP shall specify for this purpose.

38.4.3 Any electronic communication which becomes effective, in accordance with Clause 38.4.2 above, after 5.00 pm in the place of receipt shall be deemed only to become effective on the following Business Day in that place.

38.4.4 Any reference in a Finance Document to a communication being sent or received shall be construed to include that communication being made available in accordance with this Clause 38.4 (*Electronic communication*).

## 39 **GOVERNING LAW AND JURISDICTION**

### 39.1 **Governing law**

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by, and be construed in accordance with, the laws of England.

### 39.2 **Exclusive jurisdiction**

The courts of England have exclusive jurisdiction to settle any dispute arising in connection with this Deed (a "**Dispute**"). The parties agree that these courts are the most appropriate and convenient courts to settle any Dispute that arises under or in connection with this Deed and accordingly neither party will argue to the contrary.

### 39.3 **Benefit of GLALP**

This Clause 39 (*Governing law and jurisdiction*) is for the benefit of GLALP only. As a result GLALP will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, GLALP may take concurrent proceedings in any number of jurisdictions.

**This Deed has been executed as a deed by the parties and is delivered and takes effect on the date at the beginning of this Deed.**



**Schedule 1**  
**Mortgaged Property**

The freehold land known as land and buildings at 10, 12 and 14 Marshgate Industrial Estate, Marshgate Lane, London, E15 2NH registered at HM Land Registry under title numbers EGL459224 and NGL109691.

## Schedule 2

### Part 1

#### Form of notice of assignment of an Assigned Contract

To: [•]

[•]

Date: [•]

#### Notice of Assignment

We hereby give notice that by a debenture dated [ • ] made between Anthology Development 6 Limited (the "**Chargor**") (1) and GLA Land and Property Limited (**GLALP**) (2) (the "**Debenture**"), the Chargor assigned by way of security to GLALP all its rights, title and interest present and future in [the [•] between you and [ • ] dated [•]] [together with all ancillary or other agreements and documents entered into pursuant to or in connection therewith] (each an "**Agreement**" and together the Agreements) as security for the obligations more particularly referred to in the Debenture.

By signing and returning to GLALP the additional copy of this letter, please acknowledge notice of this Debenture and confirm and agree that:

- 1 you have not received notice of any previous assignment, charge, lien or other security interest of or affecting the Agreement(s);
- 2 all monies due or to become due from you to the Chargor under the Agreement(s) will be paid to the Chargor's account number [ • ] ([ • ]) with [ • ] at its [•] (sort code [•]) or to such other account as GLALP (or the Chargor and GLALP) may notify you in writing and without set-off or counterclaim save as provided in the Agreement(s); and
- 3 you will not without prior written consent of GLALP determine, agree to amend or accept a waiver of your obligations under the Agreement(s).

Until GLALP serves written notice to the contrary, the Chargor will be entitled, subject to the provisions of this notice, to exercise its rights under the Agreement(s).

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England.

Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by sending a letter, addressed to us and GLALP in the form attached hereto.

Yours faithfully

.....  
 Authorised signatory  
 for and on behalf of  
 Anthology Development 6 Limited

**Part 2**  
**Form of acknowledgement of notice of assignment of an Assigned Contract**

To: GLA Land and Property Limited (as GLALP)

Copy: Anthology Development 6 Limited

Dated:

Dear Sirs

**Acknowledgement of notice**

We hereby acknowledge receipt of a letter (a copy of which is attached hereto) dated [•] and addressed to us by Anthology Development 6 Limited (the Notice) and hereby acknowledge the Debenture (as defined the Notice) and accept the instructions and authorisations contained in the Notice.

We also confirm that we will pay all sums due under the Agreement(s) (as defined in the Notice) as directed in the Notice.

Yours faithfully

for and on behalf of

[•]

### Schedule 3

#### Part 1

#### Form of notice to Account Bank in respect of a Charged Account

To: [Bank]  
[Address]

Date:

Dear Sirs

Notice of charge

We hereby give notice that by a debenture dated [ • ] made between Anthology Development 6 Limited (the "**Chargor**") (1) and GLA Land and Property Limited ("**GLALP**") (2) (the "**Debenture**"), the Chargor charged to GLALP all its rights, title and interest present and future over the following account opened by it with you:

Account: Account number: [•] Account sort code: [•]

(the "**Charged Account**") as security for the obligations more particularly referred to in the Debenture.

The Chargor hereby gives you notice that pursuant to the Debenture, it has, with full title guarantee, charged to GLALP all its rights, title and interest in and to all sums which may at any time be standing to the credit of the Charged Account (the "**Account Funds**").

By signing and returning to GLALP the additional copy of this letter, please acknowledge notice of this Debenture and confirm and agree that you have not received notice of any previous assignment, charge, lien or other security interest affecting the Charged Account.

[Until GLALP serves written notice to the contrary, the Chargor will be entitled, subject to the provisions of this notice, to withdraw amounting standing to the credit of the Project Account.]<sup>1</sup>

[We irrevocably and unconditionally instruct and authorise you:

- (a) not to release any monies from the Deposit Account without the prior written consent of the Lender;
- (b) that all our rights in connection with the Deposit Account are exercisable by (or with the consent of) the Lender; and
- (c) to disclose any information relating to the Deposit Account which the Lender may from time to time request.]<sup>2</sup>

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England.

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<sup>1</sup> For notice relating to the Project Account.

<sup>2</sup> For notice relating to the Deposit Account.

Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by sending a letter addressed to us and to GLALP in the form attached hereto.

Yours faithfully

.....  
Authorised Signatory  
for and on behalf of  
Anthology Development 6 Limited

**Part 2**  
**Acknowledgement of notice of charge over the Charged Account**

To: GLA Land and Property Limited (GLALP)

Copy: Anthology Development 6 Limited

Dated: [●]

Dear Sirs

**Acknowledgement of notice**  
**Account number: [●] (the "Account")**

We hereby acknowledge receipt of a letter (a copy of which is attached hereto) dated [●] (the Notice) and addressed to us by Anthology Development 6 Limited (the "**Chargor**") and hereby acknowledge the Debenture (as defined in the "**Notice**") and accept the Instructions and authorisations contained in the Notice.

We hereby acknowledge and confirm to each of the Chargor and GLALP that we have not, as at the date hereof, received any notice that any third party has or will have any right or interest whatsoever in or has made or will be making any claim or demand or taking any action whatsoever against the Account Funds or the debt represented thereby or any part thereof.

We agree that in the event of us receiving notice at any time that any person or entity other than the Chargor or GLALP claims to have or claims it will acquire any right or interest whatsoever in the Account Funds or any part thereof we will as soon as is reasonably practicable give written notice of the terms thereof to GLALP.

[Until receipt of notice to the contrary from GLALP we hereby agree to accept instruction from the Chargor in respect of payments or withdrawals from the Project Account.]

[Until receipt of notice to the contrary from GLALP we hereby agree:

- (a) not to release any monies from the Deposit Account without the prior written consent of GLALP;
- (b) that the Chargor's rights in connection with the Deposit Account are exercisable by (or with the consent of) GLALP; and
- (c) to disclose any information relating to the Deposit Account which GLALP may from time to time request.]

The expressions defined and used in the Notice will have the same meaning when used in this Notice.

This letter and any non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England.

Yours faithfully

.....  
 Duly authorised signatory  
 for and on behalf of  
 [Account bank]

**Schedule 4**  
**Form of notice of assignment of Insurances**

To: [Insurer]

Date:

**Notice of assignment**

We hereby give notice that by a debenture dated [•] made between Anthology Development 6 Limited (the "**Chargor**") (1) and GLA Land and Property Limited ("**GLALP**") (2) (the "**Debenture**") that the Chargor has assigned in favour of GLALP all its rights, title and interest in and to the proceeds of [insert details of insurance policy] (the "**Policy**").

We hereby instruct you with effect from the date you receive this notice to:

- 1 make all payments under or in respect of the Policy to GLALP or as GLALP may specify in writing from time to time;
- 2 note the interest of GLALP as co-insured (composite) on the Policy;
- 3 disclose to GLALP without further approval from us such information regarding the Policy as GLALP may from time to time request; and
- 4 send a copy of all notices issued by you in respect of the Policy to GLALP.

All rights, interests and benefits accruing to the Chargor under the Policy belong to and are exercisable by GLALP.

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

This letter and all non-contractual obligations arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England.

Please acknowledge receipt of this letter and your acceptance of the instructions and authorisations contained in it by signing and returning a copy of this letter addressed to us and to GLALP in the form attached hereto.

Yours faithfully

.....  
Authorised signatory  
for and on behalf of  
Anthology Development 6 Limited

**Schedule 5**  
**Form of acknowledgement of assignment of Insurances**

To: GLA Land and Property Limited (GLALP)

Date:

We acknowledge receipt of the notice dated [•] (the "**Notice**") and addressed to us by Anthology Development 6 Limited (the "**Chargor**") in relation to the Policy (as defined in the "**Notice**") and we accept the instructions and authorisations contained in the Notice and confirm that:

- 1 we shall comply with the terms of the notice;
- 2 we have not received notice of any other interest relating to the Policy; and
- 3 no amendment or termination of the Policy shall be effective until the expiry of 30 days after the date we have given GLALP written notice of such amendment or termination.

This letter and all contractual obligations arising out of or in connection with it shall be governed by, and outlined in accordance with, the laws of England.

.....  
For and on behalf of  
[Insurer]



**EXECUTION PAGE**

Executed as a deed by **ANTHOLOGY** )  
**DEVELOPMENT 6 LIMITED** acting by )  
\_\_\_\_\_ in the presence )  
of:



Director

Name of witness: *D. GARRIX*

Signature of witness:



Address: *160 BOROUGH HILL ST, LONDON SE1 1LR*

Occupation: *CFO*

Executed as a deed by **GLA LAND AND** )  
**PROPERTY LIMITED** acting by )  
\_\_\_\_\_ in the presence )  
of:

Director

Name of witness:

Signature of witness:

Address:

Occupation:

**EXECUTION PAGE**

Executed as a deed by **ANTHOLOGY** )  
**DEVELOPMENT 6 LIMITED** acting by )  
\_\_\_\_\_ in the presence )  
of:

Director

Name of witness:

Signature of witness:

Address:

Occupation:

Executed as a deed by **GLA LAND AND** )  
**PROPERTY LIMITED** acting by )  
\_\_\_\_\_ in the presence )  
of:

Director

Name of witness: MARIA AGU

Signature of witness:

Address: GLA, CITY HALL LONDON MORE RIVERSIDE SE12 4A  
Occupation: TEAM ADMINISTRATOR