



Registration of a Charge

Company name: **ASTUTE CAPITAL PLC**

Company number: **10407229**



X74LYLKR

Received for Electronic Filing: **25/04/2018**

Details of Charge

Date of creation: **10/04/2018**

Charge code: **1040 7229 0001**

Persons entitled: **NCM FUND SERVICES LIMITED**

Brief description:

Contains fixed charge(s).

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DRUCES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10407229

Charge code: 1040 7229 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th April 2018 and created by ASTUTE CAPITAL PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th April 2018 .

Given at Companies House, Cardiff on 27th April 2018

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



Companies House



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

Dated

10th APRIL

2018

ASTUTE CAPITAL PLC
TAR ASSET MANAGEMENT LIMITED
NCM FUND SERVICES LIMITED

DEED OF CHARGE

relating to
ASTUTE CAPITAL PLC
£500,000,000 Secured Limited Recourse Bond Programme

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

.....*Druces LLP*.....

DRUCES LLP
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13/04/2018.



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THIS DEED OF CHARGE is made on 10th APRIL 2018.

PARTIES

- (1) **ASTUTE CAPITAL PLC** a public limited company incorporated and registered in England and Wales with company number 10407229 and having its registered office at 17 Grosvenor Street, Mayfair, London W1K 4QG (the "**Issuer**").
- (2) **TAR Asset Management Limited** a private company incorporated and registered in England and Wales with company number 10671489 and having its registered office at 17 Grosvenor Street, Mayfair, London W1K 4QG (the "**Collateral Manager**").

with parties (1) and (2), together the "**Chargors**" and each a "**Chargor**".

- (3) **NCM FUND SERVICES LIMITED** a private company incorporated and registered in Scotland with company number SC1660747 and having its registered office at 7 Melville Crescent, Edinburgh, EH3 7JA (the "**Trustee**", which expression shall, wherever the context so admits, include such company and all other persons or companies for the time being the trustee or trustees of this Deed of Charge) as trustee for the Bondholders (as defined below) and security trustee for the Secured Parties (as defined below)

BACKGROUND

- (A) The Issuer established a £500,000,000 retail limited recourse bond programme on 1 August 2017 (the "**Programme**")
- (B) The Issuer proposes to issue from time to time Bonds (as defined below) to be constituted under the trust deed dated 1 August 2017 between the Issuer and the Trustee (the "**Principal Trust Deed**") and each supplemental thereto (each a "**Supplemental Trust Deed**") in separate Series, from time to time, which Bonds shall be secured separately and apart from the Bonds of any other Series. The Principal Trust Deed as supplemented by each Supplemental Trust Deed is referred to as the "**Trust Deed**".
- (C) The Collateral Manager has entered into the Collateral Management Agreement (as defined below) with the Issuer under which the Collateral Manager will use the proceeds raised by each Series of Bonds issued to either advance or acquire Borrower Loans (as defined below).
- (D) The Collateral Manager is also obliged, under the Collateral Manager Agreement to make payments at such times and in such amounts to enable the Issuer to satisfy its payment obligations under each Series issued under the Trust Deed.

- (E) Each Series shall be secured pursuant to the Trust Deed and this Deed of Charge in accordance with the Conditions relating to such Series and the covenants and agreements set out herein for the benefit of the Secured Parties as their interests appear below.

AGREED TERMS

1. INTERPRETATION

1.1 Definitions

Capitalised terms used in this Deed of Charge but not defined in this Deed of Charge shall have the meanings given to them in the Conditions and the following terms shall have the following meanings:

Account Bank	means Santander UK plc.
Agency Agreement	means the agency agreement dated 1 August 2017 between the Issuer, the Trustee, Global Custodian Services Limited (as Issuing and Paying Agent, Registrar and Transfer Agent), NCM Fuds Services Limited (as Calculation Agent) and TAR Asset Management Limited (as Advisory Agent).
Bonds	means the bonds to be issued by the Issuer and constituted by the Trust Deed and the applicable Supplemental Trust Deed and which are expressed to have the benefit of the Issuer Security and the Collateral Manager Security and for the time being outstanding or, as the context may require, a specific number of them.
Borrower Deed of Charge	means, where a Borrower Loan has been secured, the deed of charged granted by the borrower in favour of the Collateral Manager and, where so decided, the Trustee.
Borrower Loan	means in respect of each Series a loan made to a borrower using the proceeds of that Series with such loan made pursuant to the terms of the " Borrower Loan Agreement ".
Borrower Security Trustee	means NCM Fund Services Limited.
Borrower Security Trust Agreement	means this Deed of Charge.
Conditions	means, in respect of the Bonds of each Series or Tranche, as applicable, the terms and conditions applicable thereto. Any

reference to a particularly numbered Condition shall be construed accordingly.

Contractual Currency	means, in relation to any payment obligation of any Bond, sterling and, in relation to Clause 11 (Remuneration and Indemnification of the Trustee), sterling or such other currency as may be agreed between the Issuer and the Trustee from time to time.
Collateral Management Agreement	means the collateral management agreement dated 1 August 2017 between the Issuer and the Collateral Manager.
Collateral Manager Security	means the security issued by the Collateral Manager pursuant to this Deed of Charge.
Event of Default	means an event described in Condition 13 (Events of Default) and an event described as such in the Collateral Management Agreement.
holder	in relation to a Bond or Coupon, and " Bondholder " and " Couponholder " have the meanings given to them in the Conditions.
Individual Certificates	has the meaning set out in the Trust Deed.
Insolvency Act	means the UK Insolvency Act 1986 and/or the UK Insolvency Act 2000, as applicable, as the same may be amended and supplemented from time to time (including any statutory instrument or regulation made thereunder in force from time to time).
Issuer Collateral Account	means each account of the Issuer opened with the Account Bank into which the proceeds of each Series will be deposited, or any replacement account.
Issuer Security	means the security granted by the Issuer pursuant to this Deed of Charge.
Liability	means any loss, damage, costs, charge, claim, demand, expense, judgment, action, proceeding or other liability whatsoever (including without limitation, in respect of taxes, duties, levies, imports and other charges) and including any value added tax or similar tax charged or chargeable in respect thereof

and legal fees and expenses on a full indemnity basis (collectively, the "**Liabilities**").

Majority	means with respect to Bonds of any Series, Bondholders holding more than 50% of the aggregate outstanding amount of such Bonds.
outstanding	shall be construed in accordance with the Trust Deed.
Permitted Investments	<p>means</p> <p>(a) sterling denominated government notes; or</p> <p>(b) sterling demand or time deposits, certificates of deposit and short-term debt obligations (including commercial paper),</p> <p>provided that in all cases (i) such investments will mature at least one business day prior to the next applicable Interest Payment Date; (ii) the short-term unsecured, unguaranteed and unsubordinated debt obligations of the issuing or guaranteeing entity or the entity with which the demand or time deposits are made (being a bank or licensed EU credit institution) are rated at least "A-1+" by S&P or "F1+" by Fitch or "A1" (long term) and "Prime-1" (short term) by Moody's; and (iii) such investments will provide for principal to be repaid in respect of such investment which is at least equal to the price paid to purchase such investment and does not fall to be determined by reference to any formula or index and is not subject to any contingency.</p>
Potential Event of Default	means an event or circumstance that could, with the giving of notice, lapse of time, issue of a certificate and/or fulfilment of any requirement provided for in Condition 13 (Events of Default) or in the Collateral Management Agreement, become an Event of Default.
Priority of Payments	shall mean the priority of payments set forth in Condition 4.
Programme	shall have the meaning given to such term in the recitals above.
Programme Limit	means the maximum aggregate notional amount of Bonds that may be issued and outstanding at any time under the Programme, as such limit may be increased by the Issuer by notification to the

Trustee from time to time which, as at the date of this Deed of Charge is £500,000,000.

Receiver

means any of a receiver under the Insolvency Act, an administrator, a receiver and manager or an administrative receiver in respect of the assets comprising the Issuer Security and/or the Collateral Manager Security.

Secured Assets

means, in respect of any Series, all assets of the Issuer and the Collateral Manager assigned or charged pursuant to this Deed of Charge relating to the Series as security for the obligations of the Issuer and the Collateral Manager in respect of that Series as specified in the Final Terms and Conditions applicable to the Series including the beneficial interest of the Chargors in the Transaction Documents, each Borrower Loan and each Borrower Deed of Charge.

Secured Obligations

means, in relation to a Series, all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargors to the Secured Parties, in relation to such a Series.

Secured Parties means

means:

- (a) in respect of any Series which is expressed to have the benefit of this Deed of Charge, the Bondholders and the Couponholders of that Series pursuant to the Conditions and the provisions of this Deed of Charge and the Trust Deed and the Issuer in respect of the Collateral Manager's obligations under the Collateral Management Agreement in respect of that Series;
- (b) the Trustee and any Receiver or other appointee appointed by the Trustee;
- (c) any Issuing and Paying Agent pursuant to the Agency Agreement;
- (d) the Registrar and Transfer Agent pursuant to the Agency Agreement; and

- (e) the Calculation Agent pursuant to the Administrative Agency Agreement.

Series means a series of Bonds comprising one or more Tranches, whether or not issued on the same date, that (except in respect of the first payment of interest, their investment amount and their issue price) have identical terms on issue and are expressed to have the same series number.

Transaction Documents means this Deed of Charge, the Trust Deed, the Collateral Management Agreement, the Borrower Security Trust Agreement and the Agency Agreement.

1.2 Interpretation

Unless the context otherwise requires, in this Deed of Charge:

- 1.2.1 costs, charges, remuneration or expenses include any value added, turnover or similar tax charged in respect thereof;
- 1.2.2 an action, remedy or method of judicial proceedings for the enforcement of creditors' rights include references to the action, remedy or method of judicial proceedings in jurisdictions other than England as shall most nearly approximate thereto;
- 1.2.3 a Clause, Sub-Clause, Schedule or Recital, is a reference to a Clause, Sub-Clause, Recital of, or a Schedule to, this Deed of Charge;
- 1.2.4 headings shall be ignored in construing this Deed of Charge;
- 1.2.5 references in this Deed of Charge to this Deed of Charge or any other document are to this Deed of Charge or those documents as amended, supplemented or replaced from time to time in relation to the Programme and include any document that amends, supplements or replaces them; and
- 1.2.6 the Schedules are part of this Deed of Charge and have effect accordingly.

1.3 Joint and Several Liability

The Chargors:

- 1.3.1 liability to the Trustee or any Receiver under this Deed of Charge shall be joint and several; and

- 1.3.2 shall be deemed to give or make all warranties, representations, indemnities, covenants or undertakings under this Deed of Charge, jointly and severally.

1.4 Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Deed of Charge has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Charge except to the extent that this Deed of Charge expressly provides for such Act to apply to any of its terms but this shall not affect any right or remedy of a third party which exists or is available apart from that Act.

2. COVENANT TO PAY

2.1 Covenant to Pay

The Chargors jointly and severally covenant with and undertake to the Trustee for itself and on trust for the other Secured Parties that they will, subject to the provisions of this Deed of Charge and the other Transaction Documents to which they are a party:

2.1.1 duly and punctually pay and discharge all monies and liabilities whatsoever which now are or at any time hereafter may (whether before or after demand) become due and payable to the Trustee (whether for its own account or as Trustee for the other Secured Parties) or any of the other Secured Parties by either Chargor whether actually or contingently, under this Deed of Charge and/or any other Transaction Document to which it is a party; and

2.1.2 observe, perform and satisfy all its other obligations and liabilities under this Deed of Charge and/or any other Transaction Document to which it is a party.

3. SECURITY

3.1 The term "all of each of the Chargor's present and future rights" as used in this Clause 3 includes, unless the context requires otherwise:

3.1.1 the benefit of all covenants, undertakings, representations, warranties and indemnities;

3.1.2 all powers and remedies of enforcement and/or protection;

3.1.3 all rights to receive payment of all amounts assured or payable (or to become payable), all rights to serve notices and/or to make demands and all rights to take such steps as are required to cause payment to become due and payable; and

- 3.1.4 all causes and rights of action in respect of any breach and all rights to receive damages or obtain other relief in respect thereof.

3.2 Charging clause

- 3.2.1 In respect of any Series which is expressed to have the benefit of this Deed of Charge, the Chargors with full title guarantee and as a continuing security for the payment or discharge of the Secured Obligations hereby:
- 3.2.1.1 charge to the Trustee for the benefit of itself and the Secured Parties, by way of first fixed charge all of each or any of the Chargor's present and future rights, title and interests in and to each of the Transaction Documents; each Borrower Loan Agreement; and each Borrower Deed of Charge;
- 3.2.1.2 charge to the Trustee for the benefit of itself and the Secured Parties, by way of first fixed charge all of each or any of the Chargor's present and future rights, title and interests in and to all monies now or at any time hereafter standing to the credit of the Issuer Collateral Account together with all interest accruing from time to time thereon and the debts represented thereby TO HOLD the same unto the Trustee absolutely for the Trustee itself and on behalf of the other Secured Parties;
- 3.2.1.3 assign by way of security to the Trustee for the benefit of itself and the Secured Parties all of each or any of the Chargor's present and future rights, title and interests in and to each of the Transaction Documents; each Borrower Loan Agreement; and each Borrower Deed of Charge including all moneys which at any time may be or become payable to either Chargor pursuant thereto and the proceeds of any claims, awards and judgments which may at any time be receivable or received by either Chargor pursuant thereto.
- 3.2.2 Until the Issuer Security or Collateral Manager Security (as the case may be) becomes enforceable in accordance with the terms of this Deed of Charge, the Trustee shall permit the Issuer and Collateral Manager to exercise each of their rights under the Transaction Documents, each Borrower Loan Agreement, each Borrower Deed of Charge and the Borrower Security Trust Agreement for so long as the exercise of such rights does not result in a breach of this Deed of Charge or any other Transaction Document.

3.3 Issuer Collateral Account

Notwithstanding the security rights created by or pursuant to Clause 3.2.1.2 above, but prior to the Issuer Security having become enforceable and the Trustee having taken any steps to enforce such security, the Issuer shall withdraw, or shall instruct the Account Bank, or cause the Account Bank to be instructed, to withdraw (unless the intended recipient of the relevant payment agrees otherwise) monies from the Issuer Collateral Account for the purposes of complying with its obligations under the Collateral Management Agreement and, otherwise for application in accordance with the Transaction Documents. The Issuer shall not be permitted to deal with the Issuer Collateral Account otherwise than in accordance with this Deed of Charge.

3.4 **Notice of Assignment**

The Issuer or the Chargor (as the case may be) shall serve or cause to be served (with a copy to the Trustee) a notice of assignment in the form of Schedule 2 (Form of Notice of Assignment) hereto (i) within 5 Business Days following the execution of this Deed of Charge, on each of the other persons party to each Transaction Document, and (ii) within 5 Business Days following the entry into each Borrower Loan Agreement and Borrower Deed of Charge, confirming that the Issuer granted a Security Interest in favour of the Trustee, for itself and on behalf of the Secured Parties, pursuant to this Deed of Charge.

3.5 **Release of Security**

3.5.1 Upon the irrevocable and unconditional payment or discharge of the Secured Obligations, the Trustee shall, on the written request (an "**Issuer Order**") and at the cost of the Issuer, take whatever action is reasonably necessary to release the Secured Assets from the Issuer security or, as applicable, reassign the Secured Assets to the Issuer or any person entitled to the Secured Assets of whom the Trustee has notice.

3.5.2 Upon the receipt of an Issuer Order and subject to the irrevocable and unconditional payment or discharge of the Secured Obligations, the Trustee shall acknowledge such Issuer Order by countersignature, which countersignature shall operate to release the Security Interest over the Secured Assets.

3.6 **Continuing Security**

The Issuer Security and Collateral Manager Security is a continuing security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

3.7 **Reinstatement**

3.7.1 If any discharge is (whether in respect of the obligations of the Chargors or any security for those obligations or otherwise) or arrangement is made in whole or in

part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation, administration or otherwise without limitation, the liability of the Chargors under this Deed of Charge will continue or be reinstated as if the discharge or arrangement had not occurred.

- 3.7.2 The Trustee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

3.8 Registration of Security

The Chargors hereby agree promptly upon execution of this Deed of Charge to deliver to the Registrar of Companies for registration a duly completed Form MR01 in respect of each charge created hereby together with the prescribed particulars of each such charge within the 21 calendar day time period specified in the Companies Act 2006.

4. ENFORCEMENT

4.1 Security Becomes Enforceable

The Issuer Security and Collateral Manager Security in relation to a Series or Tranche shall become immediately enforceable at any time after the occurrence of an Event of Default which is continuing and whereupon the Trustee has delivered a notice to the Chargors that the Bonds of that Series or Tranche are, and they shall immediately after such notice is given, become due and payable at their Redemption Amount together with accrued interest. The Issuer Security and the Collateral Manager Security shall not become enforceable in any other circumstances

4.2 Discretionary Enforcement

The Trustee may at any time, at its discretion and without notice, take such proceedings and/or other steps as it may think fit against or in relation to the Chargors or any other person to enforce its obligations under this Deed of Charge or any other Transaction Document and exercise any of its rights under, or in connection with, this Deed of Charge or any other Transaction Document in such manner as it thinks fit subject always to being indemnified and/or pre-funded and/or secured to its satisfaction.

4.3 Proceedings Brought by the Trustee

At any time after the Bonds of any Series or Tranche, as applicable, shall have become immediately due and payable, the Trustee may, at its discretion and without further notice, institute such proceedings, action and/or steps as it may think fit against or in relation to the Chargors or any other party to enforce the terms of this Deed of Charge, the Bonds and the Coupons and any other Transaction Documents or to enforce repayment of the Bonds together with premium (if any) and accrued interest and any other moneys payable pursuant to this Deed of Charge and, after the Issuer Security and/or the Collateral Manager Security shall become

enforceable, to enforce or realise the Issuer Security and/or the Collateral Manager Security subject always to being indemnified and/or pre-funded and/or secured to its satisfaction.

4.4 Proof of Default

Should the Trustee take legal proceedings against the Chargors or any other party to enforce any of the provisions of this Deed of Charge:

4.4.1 proof therein that as regards any specified Bond, the Issuer has made default in paying any principal, premium or interest due in respect of such Bond shall (unless the contrary be proved) be sufficient evidence that the Issuer has made the like default as regards all other Bonds which are then due and repayable; and

4.4.2 proof therein that as regards any specified Coupon the Issuer has made default in paying any interest due in respect of such Coupon shall (unless the contrary be proved) be sufficient evidence that the Issuer has made the like default as regards all other Coupons which are then due and payable.

4.5 Calculation of Rate of Interest

The rate of interest payable in respect of any Bonds bearing interest at a floating rate, if any, in the event of such Bonds having become immediately due and repayable shall be calculated at the same intervals as the rate of interest payable pursuant to the Conditions of such Bonds, commencing on the expiry of the interest period during which such Bonds become immediately due and repayable mutatis mutandis, in accordance with the provisions of Condition 7 (Floating Rate Bond Provisions) except that no notices need be published in respect thereof unless the Trustee requires otherwise.

5. PROCEEDINGS

5.1 Action Taken by Trustee

The Trustee shall not be bound to take any such proceedings or action as are mentioned in relation to this Deed of Charge or any other Transaction Document (including but not limited to the taking of any proceedings and/or under Sub-Clauses 4.2 (Discretionary Enforcement) and/or 4.3 (Proceedings brought by the Trustee)) unless (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by a Majority of Bondholders, and (ii) it shall have been indemnified and/or secured and/or prefunded to its satisfaction against all actions, proceedings, claims and demands or liabilities to which it may thereby render itself liable and all costs, charges, damages and expenses which it may incur by so doing.

5.2 Trustee Only to Enforce

Only the Trustee may enforce the provisions of this Deed of Charge, the Trust Deed, the Issuer Security and the Collateral Manager Security. No Bondholder shall be entitled to proceed directly against the Chargors to enforce the performance of any of the provisions of this Deed of Charge unless the Trustee having become bound as aforesaid to take proceedings fails to do so within a reasonable period and such failure shall be continuing, provided that no Bondholder shall be entitled to take any steps or proceedings to procure the winding-up, administration or liquidation of the Chargors or either of them.

6. APPLICATION OF MONEYS RECEIVED BY THE TRUSTEE

6.1 Priority of Payments

All moneys received by the Trustee in respect of the Bonds or amounts payable under this Deed of Charge shall, despite any appropriation of all or part of them by the Issuer, be held by the Trustee on trust to apply them (subject to Sub-Clause 6.2 (Investment)) in accordance with the Priority of Payments.

If the Trustee holds any moneys in respect of Bonds or Coupons that have become void or in respect of which claims have become prescribed, the Trustee shall hold them on these trusts.

6.2 Investment

Moneys held by the Trustee may be invested in its name or under its control in any Permitted Investments or other assets anywhere, in each case denominated in Sterling, whether or not they produce income or deposited in its name or under its control at such bank or other financial institution. If that bank or institution is the Trustee or a subsidiary, holding or associated company of the Trustee, it need only account for an amount of interest equal to the largest amount of interest payable by it on such a deposit to an independent customer. The Trustee shall not be responsible for any resulting loss, whether by depreciation in value or otherwise, unless such loss is caused by the Trustee's gross negligence, wilful default or fraud.

7. COVENANTS

So long as any Bond is outstanding, each Chargor shall:

7.1 Authorisation

Take all necessary action and obtain and maintain in full force and effect all authorisations, approvals, clearances, licences and consents required by English law or by any other applicable law in connection with its business activities (as permitted under the Chargor's articles of incorporation), the creation, issue and sale of the Bonds, the execution and delivery of this Deed of Charge and the relevant Transaction Documents, each Borrower Loan Agreement and each Borrower Deed of Charge and the Bonds and the performance of its obligations thereunder.

7.2 Compliance

Comply with and perform and observe all the provisions of all of the Bonds, the Transaction Documents, the Borrower Loan Agreements and each Borrower Deed of Charge which are expressed to be binding on it.

7.3 Conduct of Affairs

At all times carry on and conduct its affairs in a proper and efficient manner.

7.4 Books of Account

Keep proper books of account and, at any time so far as permitted by applicable law, allow the Trustee and anyone appointed by it to whom the Chargor has no reasonable objection, access to its books of account at all reasonable times during normal business hours.

7.5 Notice of Events of Default

Notify the Trustee in writing immediately on becoming aware of the occurrence of any Event of Default or Potential Event of Default.

7.6 Further Acts

So far as permitted by applicable law, do such further things as may be necessary in the opinion of the Trustee to give effect to this Deed of Charge.

7.7 Centre of Main Interest

Take all steps which it reasonably believes to be necessary to ensure that (A) its "centre of main interest" (within the meaning of Council Regulation (EC) No. 1346/2000 on Insolvency Proceedings which came into force on 31 May 2002 (the "EU Insolvency Regulation")) is and remains in the United Kingdom, and (B) it does not have any "establishment" (within the meaning of the EU Insolvency Regulation) outside the United Kingdom.

7.8 Conditions Binding

Comply with, perform and observe all of the provisions of this Deed of Charge expressed to be binding on it.

8. RECEIVER

8.1 Appointment of Receiver

8.1.1 At any time following an Event of Default or after a proposal has been made for a voluntary arrangement or scheme of arrangement, or after a notice of intent to

appoint an administrator in relation to the Issuer has been served under paragraph 15 or 26 in Schedule B1 of the Insolvency Act 1986 or after a request is made by the Chargors (or any of them) to the Trustee for the appointment of a Receiver or an administrator in respect of the Chargors or after a step or proceeding is taken for the appointment of an administrator, liquidator or provisional liquidator in relation to either Chargor, the Trustee may, but is not obliged to, without further notice appoint, under seal or in writing under its hand, any one or more persons to be a Receiver of all or any part of the Secured Obligations in like manner in every respect as if the Trustee had become entitled under the Law of Property Act 1925 to exercise the power of sale thereby conferred and:

8.1.1.1 such appointment may be made either before or after the Trustee shall have taken possession of the Secured Assets or any part thereof; and

8.1.1.2 the Trustee may from time to time and at any time require any such Receiver to give security for the due performance of his duties as receiver and may fix the nature and amount of the security to be so given but the Trustee shall not be bound in any case to require any such security or be responsible for its adequacy or sufficiency;

8.1.2 Save so far as otherwise directed by the Trustee, all moneys from time to time received by such Receiver shall be paid over to the Trustee to be applied by it in accordance with the Priority of Payments and:

8.1.2.1 every such Receiver shall be the agent of the Chargors for all purposes and the Chargors alone shall be responsible for his acts, defaults, misconduct and be liable on any contracts or engagements made or entered into by any such Receiver, and the Trustee and the Bondholders and any other Secured Parties shall not incur any liability therefor;

8.1.2.2 the Trustee may pay over to any Receiver any monies constituting part of the Secured Assets so that such monies may be applied for the purposes of this Deed of Charge by such Receiver and the Trustee may from time to time determine what funds any Receiver shall be at liberty to keep in hand with a view to the performance of his duties as Receiver; and

8.1.2.3 none of the restrictions imposed by the Law of Property Act 1925 in relation to appointment of receivers or as to the giving of notice or otherwise shall apply to this Deed of Charge.

8.2 Powers of Receiver

8.2.1 Every Receiver appointed in accordance with this Clause 8 (Receiver) shall have and be entitled to exercise all of the powers conferred on that Receiver as the Trustee may think expedient including, without limitation, all the powers set out in Schedule 5 (Additional Powers of Receiver) and in Schedule 1 to the Insolvency Act 1986 and the Law of Property Act 1925 on mortgages and mortgagees in possession and on receivers and may sell, concur in selling, assign or release any of the Secured Assets without restriction and on such terms as he may think fit and may effect any such transaction and/or do all things (including bringing or defending proceedings in the name or on behalf of the Chargors or either of them) which seem to the Receiver to be incidental to such powers in the name or on behalf of the Issuer or otherwise and, in each case, at the cost of the Chargors. If at any time there is more than one Receiver of all or any part of the Secured Assets, each such Receiver may (unless otherwise stated in any document appointing him) exercise all of the powers conferred on a Receiver under this Deed of Charge individually and to the exclusion of each other Receiver. No Receiver shall have any power to take any action in relation to the Secured Assets which the Trustee is prohibited from taking by the terms of this Deed of Charge, the Trust Deed and the Agency Agreement.

8.2.2 A Receiver has all of the rights, powers and discretions set out, without limitation, in Schedule 1 (Additional Powers of Receiver) hereto in addition to those conferred on it by any laws.

8.3 Removal and Remuneration

The Trustee may from time to time by written notice (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it may deem it expedient, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated and may from time to time fix the remuneration of any Receiver appointed by it. Such remuneration shall be payable by the Chargors.

8.4 Disapplication

Sections 109(6) and (8) of the Law of Property Act 1925 (relating to the application of monies received by a receiver) shall not apply in relation to any Receiver.

9. NO LIABILITY AS MORTGAGEE IN POSSESSION

9.1 Neither the Trustee nor any Receiver will be liable, by reason of entering into possession of the Secured Assets, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable. Every Receiver and the Trustee shall be entitled to all the rights, powers, privileges and immunities conferred by law

(including the Law of Property Act 1925) on mortgagees and receivers duly appointed under any law but so that Section 103 of the Law of Property Act 1925 shall not apply.

- 9.2 Neither the Trustee nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise, or the attempted or purported exercise of, or the failure to exercise any of their respective powers under this Deed of Charge or any of the other Transaction Documents, Borrower Loan Agreement or Borrower Deed of Charge, unless such loss or damage is caused by its or hrs gross negligence, wilful default or fraud having regard to the provisions of this Deed of Charge or any other Transaction Document, Borrower Loan Agreement or Borrower Deed of Charge conferring on it any trusts, powers, authorities or discretions.
- 9.3 The Trustee shall accept without investigation, requisition or objection such right and title as the Chargors may have to the Secured Assets and shall not be bound or concerned to examine or enquire into or be liable for any defect or failure in the right or title of the Chargors to the Secured Assets whether such defect or failure was known to the Trustee or might have been discovered upon examination or enquiry and whether capable of remedy or not.
- 9.4 Without prejudice to the provisions of the Transaction Documents, Borrower Loan Agreements or Borrower Deeds of Charge, neither the Trustee nor any Receiver shall be under any obligation to insure any of the Secured Assets or any certificate, note, bond or other evidence in respect thereof, or to require any other person to maintain any such insurance.
- 9.5 Neither the Trustee nor any Receiver shall be responsible for any loss, expense or liability occasioned to the Secured Assets, however caused, by any act or omission of the Issuer or any other person (including any bank, broker, depositary or other intermediary or by any clearing system or operator thereof) acting in accordance with or contrary to the terms of the Transaction Documents, Borrower Loan Agreements or Borrower Deeds of Charge or otherwise and irrespective of whether the Secured Assets are held by or to the order of any of the foregoing persons.
- 9.6 Neither the Trustee nor any Receiver shall be under any obligation to monitor or supervise the functions of the Chargors or any other person under any of the Transaction Documents, Borrower Loan Agreements or Borrower Deeds of Charge and each of the Trustee and such Receiver shall be and is hereby entitled and authorised to assume without enquiry, in the absence of actual knowledge or express notice to the contrary, that the Issuer or the other parties hereto and thereto is duly performing and observing all the covenants and provisions contained in the Transaction Documents, Borrower Loan Agreements or Borrower Deeds of Charge relating to it and on its part to be performed and observed.
- 9.7 Neither the Trustee nor any Receiver shall have any responsibility whatsoever to any other party hereto or to any Bondholder as regards any deficiency which might arise because the Trustee

or such Receiver is subject to any tax in respect of the Secured Assets or any part thereof or any income therefrom or any proceeds thereof.

10. PROTECTION OF THIRD PARTIES

No person (including a purchaser) dealing with the Trustee or the Receiver or its or his agents shall be concerned to enquire whether the Secured Obligations have become due and payable, whether any power which the Trustee or Receiver is purporting to exercise has become exercisable, whether the Issuer Security and/or Collateral Manager Security have/has become enforceable or to see to the application of any money paid to the Trustee or to such Receiver. The Trustee's or any Receiver's receipt for any moneys paid to it shall discharge the person paying them and such person shall not be responsible for their application.

11. REMUNERATION AND INDEMNIFICATION OF THE TRUSTEE

11.1 Normal Remuneration

So long as any Bond is outstanding, the Chargors shall pay the Trustee as remuneration for its services as Trustee such sum on such dates in each case as they may from time to time agree. Such remuneration shall accrue from day to day from the date of this Deed of Charge. However, if any payment to a Bondholder or Couponholder of moneys due in respect of any Bond or Coupon is improperly withheld or refused, such remuneration shall again accrue as from the date of such withholding or refusal, to the extent not caused by the Trustee's negligence, wilful default or fraud, until payment to such Bondholder or Couponholder is duly made. All such payments shall be made in priority to payments to Bondholders or Couponholders.

11.2 Extra Remuneration

If an Event of Default or Potential Event of Default shall have occurred or if the Trustee finds it expedient or necessary or is requested by the Chargors or either of them to undertake duties that they each agree to be of an exceptional nature or otherwise outside the scope of the Trustee's normal duties under this Deed of Charge, the Chargors shall pay such additional remuneration as they agree with the Trustee or, failing agreement as to any of the matters in this Sub-Clause (or as to such sums referred to in Sub-Clause 11.1 (Normal Remuneration), as determined by an investment bank (acting as an expert) selected by the Chargors and approved by the Trustee or, failing such agreement or approval, nominated by the President for the time being of The Law Society of England and Wales. The expenses involved in such nomination and such investment bank's fee shall be for the account of the Chargors. The determination of such investment bank shall be conclusive and binding on the Chargors, the Trustee, the Bondholders and the Couponholders.

11.3 Expenses

The Chargors shall also on demand by the Trustee pay or discharge all costs, charges, liabilities and expenses properly incurred by the Trustee in the preparation and execution of this Deed of Charge and the performance of its functions under this Deed of Charge including, but not limited to, legal and travelling expenses and any stamp, documentary or other taxes or duties paid by the Trustee in connection with any legal proceedings brought or contemplated by the Trustee against the Chargors to enforce any provision of this Deed of Charge, the Bonds or the Coupons. Such costs, charges, liabilities and expenses shall:

- 11.3.1 in the case of payments made by the Trustee before such demand, carry interest from the date of the demand at the rate of 2 per cent per annum over the base rate of the Account Bank on the date on which the Trustee made such payments; and
- 11.3.2 in other cases, carry interest at such rate from 30 days after the date of the demand or (where the demand specifies that payment is to be made on an earlier date) from such earlier date.

11.4 Indemnity

The Chargors shall indemnify the Trustee in respect of all Liabilities incurred by it or by anyone appointed by it (including, but not limited to, any attorney, manager, agent, delegate, nominee, receiver or custodian) or to whom any of its functions may be delegated by it in the carrying out of its functions (including, but not limited to, all costs, charges and expenses paid or incurred in disputing or defending any of the foregoing) that any of them may incur or that may be made against it or any of its agents, attorney or delegate arising out of or in relation to or in connection with, its appointment or the exercise of its functions or delegations. The Contracts (Rights of Third Parties) Act 1999 applies to this Sub-Clause 11.4.

11.5 Gross-up

The Chargors hereby further undertake to the Trustee that all moneys payable by the Chargors to the Trustee hereunder shall be made without set off, counterclaim, deduction, or withholding, unless otherwise compelled by law. In the event of any deduction or withholding compelled by law, the Issuer will pay such additional amount as will result in the payment to the Trustee of the amount which would otherwise have been paid by the Chargors to the Trustee hereunder.

11.6 Continuing Effect

Sub-Clauses 11.1 (Normal Remuneration) to 11.5 (Gross-up) (inclusive) shall continue in full force and effect as regards the Trustee even if it no longer is Trustee.

12. PROVISIONS SUPPLEMENTAL TO THE TRUSTEE ACT 1925

12.1 Advice

The Trustee may act on the opinion or advice of, or information (whether or not addressed to the Trustee) obtained from, any expert or any third party that it believes is suitably qualified to advise and shall not be responsible to anyone for any loss occasioned by so acting. Any such opinion, advice or information may be sent or obtained by letter, email or fax and the Trustee shall not be liable to anyone for acting in good faith on any opinion, advice or information purporting to be conveyed by such means even if it contains some error or is not authentic

12.2 Trustee to Assume Performance

The Trustee need not notify anyone of the execution of this Deed of Charge or do anything to find out if an Event of Default or Potential Event of Default has occurred. Until it has actual knowledge or express notice to the contrary, the Trustee may assume that no such event has occurred and that the Issuer is performing all its obligations under this Deed of Charge, the Bonds and the Coupons

12.3 Resolutions of Bondholders

The Trustee shall not be responsible or liable for having acted in good faith on any Extraordinary Resolution in writing or any Extraordinary Resolution or a resolution purporting to have been passed at a meeting of Bondholders in respect of which minutes have been made and signed even if it is later found that there was a defect in the constitution of the meeting or the passing of the resolution or (in the case of an Extraordinary Resolution in writing) that not all Bondholders had signed the Extraordinary Resolution or that the resolution was not valid or binding on the Bondholders or Couponholders.

12.4 Certificate Signed by Directors

If the Trustee, in the exercise of its functions, requires to be satisfied or to have information as to any fact or the expediency of any act, it may call for and accept as sufficient evidence of that fact or the expediency of that act a certificate signed by any two (2) directors of the Issuer or one (1) director of the Collateral Manager as to that fact or to the effect that, in their opinion, that act is expedient and the Trustee need not call for further evidence and shall not be responsible for any loss occasioned by acting on such a certificate.

12.5 Deposit of Documents

The Trustee may deposit this Deed of Charge and any other documents with any bank or entity whose business includes the safe custody of documents or with any lawyer or firm of lawyers believed by it to be of good repute and may pay all sums due in respect thereof and the Trustee shall not be responsible for any losses incurred in connection with any such deposit or holding.

12.6 Discretion

The Trustee shall have absolute and uncontrolled discretion as to the exercise of its functions and shall not be responsible for any loss, liability, cost, claim, action, demand, expense or inconvenience that may result from their exercise or non-exercise.

12.7 Agents

Whenever it considers it expedient in the interests of the Bondholders, the Trustee may, in the conduct of its trust business, instead of acting personally, employ and pay an agent selected by it, whether or not a lawyer or other professional person, to transact or conduct, or concur in transacting or conducting, any business and to do or concur in doing all acts required to be done by the Trustee (including the receipt and payment of money). The Trustee shall not be responsible to anyone for any misconduct or omission by any such agent so employed by it or be bound to supervise the proceedings or acts of any such agent and any costs incurred in respect thereof should be paid in accordance with Clause 11.

12.8 Delegation

12.8.1 Whenever it considers it expedient in the interests of the Bondholders, the Trustee may delegate to any person, including without limitation any person to act as custodian or nominee in relation to such assets of the trust constituted by these presents, on any terms (including power to sub-delegate) all or any of its functions. If the Trustee exercises reasonable care in selecting such delegate, it shall not have any obligation to supervise such delegate or be responsible for any Liability incurred by reason of any misconduct or default by any such delegate or sub-delegate.

12.8.2 Notwithstanding any delegation (including sub-delegation) by the Trustee of the performance of any of its obligations under this Deed of Charge pursuant to this Clause, the Trustee shall not thereby be released or discharged from any liability under this Deed of Charge and shall remain responsible for the performance of its obligations under this Deed of Charge.

12.9 Confidentiality

Unless ordered to do so by a court of competent jurisdiction, the Trustee shall not be required to disclose to any Bondholder or Couponholder any confidential financial or other information made available to the Trustee by the Chargors and no Bondholder shall be entitled to take any action to obtain from the Trustee any such information.

12.10 Determinations Conclusive

As between itself and the Bondholders and Couponholders, the Trustee may determine all questions and doubts arising in relation to any of the provisions of this Deed of Charge. Such determinations, whether made upon such a question actually raised or implied in the acts or

proceedings of the Trustee, shall be conclusive and shall bind the Trustee and the Bondholders and Couponholders.

12.11 Currency Conversion

Where it is necessary or desirable for the Trustee to convert any sum from one currency to another, the Trustee shall (unless otherwise provided hereby or required by law) convert such sum at such rate or rates, in accordance with such method and as at such date as may reasonably be specified by the Trustee but having regard to current rates of exchange, if available. Any rate, method and date so specified shall be binding on the Chargors and the Bondholders.

12.12 Events of Default

The Trustee may determine whether or not an Event of Default or Potential Event of Default is in its opinion capable of remedy and/or materially prejudicial to the interests of the Bondholders. Any such determination shall be conclusive and binding on the Chargors and the Bondholders.

12.13 Payment for and Delivery of Bonds

The Trustee shall not be responsible for the receipt or application by the Chargors of the proceeds of the issue of any Bonds or the delivery of Definitive Bonds or Individual Certificates to the persons entitled to them.

12.14 Legal Opinions

The Trustee shall not be responsible to any person for failing to request, require or receive any legal opinion relating to any Bonds or for checking or commenting upon the content of any such legal opinion.

12.15 Programme Limit

The Trustee shall not be concerned, and need not enquire, as to whether or not any Bonds are issued in breach of the Programme Limit.

12.16 Consents

Any consents or approval given by the Trustee for the purposes of this Deed of Charge may be given on such terms and subject to such conditions (if any) as the Trustee thinks fit and notwithstanding anything to the contrary in these presents or any Transaction Document may be given retrospectively.

12.17 Bonds Held by the Issuer, etc

In the absence of knowledge or express notice to the contrary, the Trustee may assume without enquiry that no Bond is for the time being held by or on behalf of the Issuer or the Collateral Manager.

12.18 Charges

Any trustee of this Deed of Charge being a lawyer, accountant, broker or other person engaged in any profession or business shall be entitled to charge and be paid all usual professional and other charges for business transacted and acts done by him or his firm in connection with the trusts for this Deed of Charge and also his proper charges in addition to disbursements for all other work and business done and all time spent by him or his firm in connection with matters arising in connection with this Deed of Charge.

12.19 The Trustee is Not Responsible for Losses

The Trustee shall not be liable or responsible for any loss, costs, damages, expenses or inconvenience which may result from anything done or omitted to be done by it in accordance with the provisions of this Deed of Charge.

12.20 Illegality and Expenditure of Trustee Funds

No provisions of this Deed of Charge shall require the Trustee to do anything which may

12.20.1 be illegal or contrary to applicable law or regulation; or

12.20.2 cause it to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or the liability is not assured to it

12.21 Trustee Not Responsible for Validity of Documents

The Trustee shall not be responsible for the execution, delivery, legality, enforceability or admissibility in evidence of this Deed of Charge, any other Transaction Document, Borrower Loan Agreement or Borrower Deed of Charge or any other document relating or expressed to be supplemental hereto and shall not be liable for any failure to obtain any licence, consent or other authority for the execution, delivery, legality, effectiveness, adequacy, genuineness, validity, performance, enforceability or admissibility in evidence of this Deed of Charge or any other document relating or expressed to be supplemental thereto

12.22 Trustee Not Bound to Act

The Trustee shall not be bound to take any action in connection with this Deed of Charge or the Bonds or any other Transaction Document, Borrower Loan Agreement or Borrower Deed of

Charge or obligations arising pursuant thereto, including, without prejudice to the generality of the foregoing, forming opinion or employing any financial adviser, where it is not satisfied that the Chargors will be able to indemnify the Trustee against all its liabilities and costs incurred in connection with such action and may demand prior to taking any such action that there be paid to it in advance such sums as it considers (without prejudice to any further demand) shall be sufficient so to indemnify it and on such demand being made the Chargors shall be obliged to make payment of such sums in full.

12.23 Other Series

In relation to its discretions, duties and obligations in relation to each individual Series or Tranche, as applicable, of Bonds, the Trustee need not have regard to the interests of Bondholders of any other Series or Tranche of Bonds so long as the exercise or performance of any such discretion, duty or obligation, as applicable, is not materially prejudicial to the interests of the Bondholders of such other Series or Tranche of Bonds.

12.24 Validity of Security

The Trustee assumes no responsibility for the validity, sufficiency or enforceability of the Issuer Security or the Collateral Manager Security. In addition, the Trustee has no duty to monitor the performance by the Agents or any other person of its obligations to the Issuer nor is it obliged to take any other action which may involve the Trustee in any personal liability or expense.

12.25 Defects in Perfection

The Trustee shall not be liable for any failure, omission or defect in registering or filing or procuring registration or filing of or otherwise protecting or perfecting the Issuer Security or the Collateral Manager Security or failure to call for delivery of documents of title to the Issuer Security the Collateral Manager Security or to require any further assurances in relation to any assets or property comprised in the Secured Assets.

13. FURTHER ASSURANCES

Each Chargor shall at its own expense execute and do all such assurances, acts and things as required by the Trustee or a Receiver or under the laws of any jurisdiction in which any property and assets are located in order to perfect or protect the Issuer Security or the Collateral Manager Security over the Secured Assets or any part thereof or facilitate (if and when the Issuer Security or the Collateral Manager Security becomes enforceable) the realisation of the Secured Assets or any part thereof or exercise of all trusts, powers, authorities, duties and discretions vested in the Trustee or any Receiver of the Secured Assets or any part thereof or in any delegate or sub-delegate of the Trustee. To that intent, the Chargors shall in particular execute all transfers, conveyances, assignments and assurances of such property whether to the Trustee or to its

nominees and give all notices, orders and directions and make all registrations which may be expedient.

14. POWER OF ATTORNEY

14.1 Appointment

Each Chargor, by way of security, irrevocably and severally appoints the Trustee, each Receiver and each of their respective delegates or sub-delegates to be its attorney acting severally, and on its behalf and in its name or otherwise to execute and do all such assurances, acts and things which the Chargor ought to do under the covenants and provisions contained in this Deed of Charge (including, without limitation, to make any demand upon or to give any notice or receipt to any person owning moneys to the Chargor and to execute and deliver any charges, legal mortgages, assignments or other security and any transfers of securities) and generally in its name and on its behalf to exercise all or any of the trusts, powers, authorities, duties and discretions conferred by or pursuant to this Deed of Charge or by statute on the Trustee or any such Receiver, delegate or sub-delegate and (without prejudice to the generality of the foregoing) to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may reasonably deem proper in or for the purpose of exercising any of such powers, authorities and discretions.

14.2 Ratification

Each Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such properly appointed attorney as is mentioned in Sub-Clause 14.1 (Appointment) shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in that Sub-Clause.

14.3 Substitution

Each of the attorneys appointed in accordance with Sub-Clause 14.1 (Appointment) may appoint one or more persons to act as substitute or substitutes in its place for all or any of the purposes referred to in Sub-Clause 14.1 (Appointment) and may revoke any such appointment at any time.

15. TRUSTEE LIABLE FOR GROSS NEGLIGENCE

If the Trustee fails to show the degree of care and diligence required of it as trustee having regard to the provisions hereof or any other Transaction Document conferring on it powers, authorities and discretions, nothing in this Deed of Charge shall relieve or indemnify it from or against any liability that would otherwise attach to it in respect of any gross negligence, wilful misconduct or fraud of which it may be guilty in relation to this Deed of Charge and the Conditions.

16. WAIVER AND PROOF OF DEFAULT

16.1 Waiver

The Trustee may, without the consent of the Bondholders or Couponholders and without prejudice to its rights in respect of any subsequent breach, Event of Default or Potential Event of Default from time to time and at any time, if in its opinion the interests of the Bondholders will not be materially prejudiced thereby, waive or authorise, on such terms as seem expedient to it, any breach or proposed breach by the Chargors or any other party of this Deed of Charge or the Conditions or any Transaction Document or determine that an Event of Default or Potential Event of Default shall not be treated as such provided that the Trustee shall not do so in contravention of an express direction given by an Extraordinary Resolution or a request made pursuant to Condition 13 (Events of Default). No such direction or request shall affect a previous waiver, authorisation or determination. Any such waiver, authorisation or determination shall be binding on the Bondholders and Couponholders and, if the Trustee so requires, shall be notified by the Chargors to the Bondholders as soon as practicable.

16.2 Proof of Default

Proof that the Issuer has failed to pay a sum due to the holder of any one Bond shall (unless the contrary be proved) be sufficient evidence that it has made the same default as regards all other Bonds or Coupons that are then payable

17. TRUSTEE NOT PRECLUDED FROM ENTERING INTO CONTRACTS

The Trustee and any other person, whether or not acting for itself, may acquire, hold or dispose of any Bond, Coupon or other security (or any interest therein) of the Issuer or any other person, may enter into or be interested in any contract or transaction with any such person and may act on, or as depositary or agent for, any committee or body of holders of any Bonds of any such person in each case with the same rights as it would have had if the Trustee were not acting as Trustee and need not account for any profit

18. CURRENCY INDEMNITY

18.1 Currency of Account and Payment

The Contractual Currency is the sole currency of account and payment for all sums payable by the Chargors under or in connection with this Deed of Charge and the Bonds, including damages.

18.2 Extent of Discharge

An amount received or recovered in a currency other than the Contractual Currency (whether as a result of, or of the enforcement of, a Judgment or order of a court of any jurisdiction, in the winding-up or dissolution of the Issuer or otherwise), by the Trustee or any Bondholder or

Couponholder in respect of any sum expressed to be due to it from the Issuer shall only discharge the Issuer to the extent of the Contractual Currency amount that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so).

18.3 Indemnity

If that Contractual Currency amount is less than the Contractual Currency amount expressed to be due to the recipient under this Deed of Charge, the Bonds or the Coupons, the Issuer shall indemnify the Trustee or any Bondholder or Couponholder against any Liability sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase.

18.4 Indemnity Separate

The indemnities in this Clause 18 and in Sub-Clause 11.4 (Indemnity) constitute separate and independent obligations from the other obligations in this Deed of Charge, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by the Trustee and/or any Bondholder or Couponholder and shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Deed of Charge, the Bonds and/or the Coupons or any other judgment or order.

19. COMMUNICATIONS

19.1 Method

Each communication under this Deed of Charge shall be made by fax, e-mail or otherwise in writing. Each communication or document to be delivered to any party under this Deed of Charge shall be sent to that party at the fax number, email or address, and marked for the attention of the person (if any), from time to time designated by that party to each other party for the purpose of this Deed of Charge. The initial telephone number, fax number, email address, address and person so designated by the parties under this Deed of Charge are set out below:

In the case of the Issuer, to it at:

Astute Capital plc

17 Grosvenor Street, Mayfair, London W1K 4QG

Attention: Alistair Moncrieff

Email: amoncrieff@astutecapital.co.uk

In the case of the Collateral Manager, to it at:

TAR Asset Management Limited

17 Grosvenor Street, Mayfair, London W1K 4QG

Attention: Richard Symonds

Email: rsymonds@astutecapital.co.uk

In the case of the Trustee, to it at:

NCM Fund Services Limited

7 Melville Crescent, Edinburgh, EH3 7JA

Fax No: +44 (0) 131 603 7035

Attention: Kathleen McLeay

Email: Kathleen.McLeay@ncmfundservices.com

19.2 **Deemed Receipt**

Any such notice shall take effect, if delivered in person, at the time of delivery, if sent by post, three days in the case of inland post or seven days in the case of overseas post after despatch, if sent by email, the next Business Day, and, in the case of telex or facsimile, 24 hours after the time of despatch, provided that in the case of a notice given by telex or facsimile transmission such notice shall forthwith be confirmed by post. The failure of the addressee to receive such confirmation shall not invalidate the relevant notice given by telex or facsimile.

20. **MERGER**

Any corporation into which the Trustee is merged or converted, or any corporation with which the Trustee may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Trustee shall be party, or any corporation, including affiliated corporations, to which the Trustee shall sell or otherwise transfer (a) all or substantially all of its assets or (b) all or substantially all of its corporate trust business shall, on the date when the merger, conversion, consolidation or transfer becomes effective and to the extent permitted by any applicable laws and subject to any credit rating agency requirements set out in this Deed of Charge become the successor of the Trustee under this Deed of Charge, unless otherwise required by the Chargors, and after the said effective date all references in this Deed of Charge to the Trustee shall be deemed to be references to such successor corporation. Written notice of any such merger, conversion, consolidation or transfer shall immediately be given to the Chargors by the Trustee.

21. **COUNTERPARTS**

This Deed of Charge may be signed in any number of counterparts, each of which shall be deemed an original.

22. **GOVERNING LAW AND JURISDICTION**

22.1 **Governing Law**

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

22.2 **Jurisdiction**

The courts of England are to have jurisdiction to settle any disputes or claims (including non-contractual disputes or claims) that may arise out of or in connection with this Deed of Charge or, the Bonds or the Coupons and accordingly any legal action or proceedings arising out of or in connection with this Deed of Charge or, the Bonds or the Coupons ("**Proceedings**") may be brought in such courts. The Chargors irrevocably submit to the jurisdiction of such courts and waive any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is for the benefit of each of the Trustee, the Bondholders and Couponholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

23. **LIMITED RECOURSE AND NO PETITION**

23.1 **Limited Recourse**

Notwithstanding any provision in this Deed of Charge to the contrary, the rights of recourse of any of the parties to this Deed of Charge against the Chargors under this Deed of Charge or any other Transaction Document shall be limited to the remaining amounts from time to time available in accordance with the Priority of Payments and comprising the assets of the Chargors having satisfied or provided for all other prior ranking liabilities of the Chargors. Accordingly, the parties to this Deed of Charge shall have no claim or recourse against the Chargors in respect of any amount which is or remains unsatisfied after the application of the funds comprising such assets of the Chargors and/or representing the proceeds of realisation thereof and any remaining obligation to pay any further unsatisfied amounts shall be extinguished.

23.2 **No Petition**

Notwithstanding the provisions of Clause 4 (Enforcement), the parties to this Deed of Charge and to any of the other Transaction Documents have further agreed with the Chargors not to take any action or commence any proceedings against the Chargors to recover any amounts due and payable by the Chargors under the Transaction Documents except as permitted by the provisions hereof and in the Transaction Documents. The parties to this Deed of Charge and the other Transaction Documents have agreed with the Chargors not to take any action or commence any proceedings or petition a court for the liquidation of the Chargors or either of them, nor enter into any arrangement, reorganisation or insolvency proceedings in relation to either of the Chargors whether under the laws of England and Wales or other applicable bankruptcy laws until one year and one day after the payment of all liabilities of the Chargors. This Clause 23 shall survive termination of this Deed of Charge.

SCHEDULE 1 - ADDITIONAL POWERS OF RECEIVER

1. General

A Receiver has all of the rights, powers and discretions set out in this Schedule in addition to those conferred on it by any law, this includes:

- 1.1 in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986, and
- 1.2 otherwise, all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the 1925 Act and the Insolvency Act 1986.

2. Possession

A Receiver may take immediate possession of, get in and collect any Secured Asset.

3. Carry On Business

A Receiver may carry on any business of the Issuer in any manner he thinks fit.

4. Employees

- 4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed of Charge upon such terms as to remuneration or otherwise as he thinks fit.
- 4.2 A Receiver may discharge any person appointed by the Chargors.

5. Borrow Money

A Receiver may raise and borrow money either unsecured or on the Bond of any Secured Asset either in priority to the Issuer Security or the Collateral Manager Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

6. Sale of Assets

- 6.1 A Receiver may sell, exchange, convert into money and realise any Secured Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.
- 6.2 The consideration for any such transaction may consist of cash, debentures or other obligation, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.

- 6.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Issuer.

7. Leases

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

8. Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargors or either of them or relating in any way to any Secured Asset, provided that, any such claim has priority to or ranks pari passu with this Deed of Charge.

9. Legal Actions

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

10. Receipts

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

11. Subsidiaries

A Receiver may form a subsidiary of either Chargor and transfer to that subsidiary any Secured Asset.

12. Delegation

A Receiver may delegate his powers in accordance with this Deed of Charge.

13. Lending

A Receiver may lend money or advance credit to any customer of the Chargors.

14. Protection of Assets

A Receiver may:

- 14.1 effect any repair or insurance and do any other act which the Issuer might do in the ordinary conduct of its business to protect or improve any Secured Asset;

- 14.2 commence and/or complete any building operation; and
 - 14.3 apply for and maintain any planning permission, building regulation approval or any other authorisation,
- in each case as he thinks fit.

15. Uncalled capital

A Receiver may call up or require the directors of either of the Chargors to call up any uncalled capital of that Chargor.

16. Payment of Expenses

A Receiver may pay and discharge, out of the profits and income of the Secured Asset and any moneys made by it in carrying on the business of the Chargors, the expenses incurred by it in connection with the carrying on and management of that business or in the exercise of any of the powers conferred by this paragraph or otherwise in respect of the Secured Asset and all other expenses which it shall think fit to pay and will apply the residue of those profits and income in accordance with the terms of this Deed of Charge.

17. Other Powers

A Receiver may:

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

SCHEDULE 2 - FORM OF NOTICE OF ASSIGNMENT

From [CHARGOR NAME] (the "Chargor")

Cc NCM Fund Services (the "Trustee")

To [•]

[•]

Dear Sirs,

We hereby give you notice that by a deed of charge dated [DATE] 2017 made between the Chargor, [TAR Asset Management Limited/Astute Capital Plc] and the Trustee (the "**Deed of Charge**"), the Chargor assigned to the Trustee all of its right, title, interest and benefit, present and future, in, to and under [insert details of relevant agreement] (the "**Agreement**")

The Chargor confirms that:

- it will remain liable under the Agreement to perform all the obligations assumed by it under the Agreement;
- none of the Trustee, any delegate appointed by the Trustee or any receiver will at any time be under any obligation or liability to you under or in respect of the Agreement, and
- neither the Deed of Charge nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Agreement.

Subject to the above, the Chargor will remain entitled to exercise all its rights, powers and discretions under the Agreement and you may continue to deal with the Chargor in relation to the Agreement and give notices under the Agreement to the Chargor unless and until you receive written notice to the contrary from the Trustee. Thereafter, all such rights, powers and discretions shall be exercisable by, and notices shall be given to, the Trustee or as it directs and the Chargor will cease to have any right to deal with you in relation to the Agreement and you must deal only with the Trustee

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

Yours faithfully,

For and on behalf of
[CHARGOR]

Execution Version


IN WITNESS whereof this Deed of Charge has been executed as a deed on the date stated at the beginning.

Issuer

Signed as a Deed by **ASTUTE CAPITAL PLC** acting by **ALISTAIR MONCRIEFF** a director in the presence of:

) 
)
)


Signature of Witness
Name (in BLOCK CAPITALS)
Address


.....
CHRISTOPHER BRIAN AXFORD.....
B.A. (HONS) SOLICITOR.....
.....
SALISBURY HOUSE.....
.....
LONDON WALL.....
.....
LONDON EC2M 5PS


Occupation

Collateral Manager

Signed as a Deed by **TAR ASSET MANAGEMENT LIMITED** acting by **RICHARD SYMONDS** a director in the presence of:

) 
)
)
)

Signature of Witness
Name (in BLOCK CAPITALS)
Address


.....
CHRISTOPHER BRIAN AXFORD.....
B.A. (HONS) SOLICITOR.....
.....
BRUCES LLP.....
.....
SALISBURY HOUSE.....
.....
LONDON WALL.....
.....
LONDON EC2M 5PS

Occupation

Trustee

Signed as a Deed by **NCM FUND SERVICES LIMITED** acting by **KATHLEEN MCLEAY** a director in the presence of:

)
)
)
)

Signature of Witness
Name (in BLOCK CAPITALS)
Address

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Occupation