



Registration of a Charge

Company name: **TITAN LONDON HOLDINGS LIMITED**

Company number: **10721782**



X7AXCL20

Received for Electronic Filing: **25/07/2018**

Details of Charge

Date of creation: **23/07/2018**

Charge code: **1072 1782 0001**

Persons entitled: **DUMORE INVESTMENTS LIMITED
BLUELAUREL LIMITED**

Brief description: **NONE**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **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: **CHARLIE PAGLIERO**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10721782

Charge code: 1072 1782 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd July 2018 and created by TITAN LONDON HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th July 2018 .

Given at Companies House, Cardiff on 27th July 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

23rd July

2018

TITAN LONDON HOLDINGS LIMITED

as Chargor

and

BLUELAUREL LIMITED AND DUMORE INVESTMENTS LIMITED

as Lender

Charge over Shares

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Contents

1.	Definitions and Interpretation	3
2.	Covenant to Pay	7
3.	Charge	8
4.	Representations and Warranties	9
5.	Covenants by the Chargor	10
6.	Enforcement	12
7.	Receiver	15
8.	Application of Proceeds	16
9.	Protection of Third Parties	17
10.	Payments	17
11.	Power of Attorney	17
12.	Currency, Conversion and Indemnity	18
13.	Prior Charges	18
14.	Further Assurance	18
15.	Set Off	19
16.	Costs and Expenses	19
17.	Miscellaneous	20
18.	Assignments and Transfers	23
19.	Notices	24
20.	Counterparts	24
21.	Third Parties	24

22.	Governing Law and Enforcement
-----	-------------------------------

24

THIS CHARGE OVER SHARES is made as a Deed on 23 July 2018

BETWEEN:

- (1) Titan London Holdings Limited (a company incorporated in England and Wales with company registration number 10721782) whose registered office is at 55 Station Road, Beaconsfield, Buckinghamshire, United Kingdom, HP9 1QL (the **Chargor**) and
- (2) Dumore Investments Limited (a company incorporated in the Isle of Man with company number 012907V) whose registered office is at P O Box 95, 2a Lord Street, Douglas, Isle of Man, IM99 1HP and Bluelaurel Limited (a company incorporated in England and Wales with company registration number 04805800) whose registered office is at Clarence Street Chambers 32 Clarence Street Southend on Sea SS1 1BD (together the **Lender**)

WITNESSES as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Charge, unless the context otherwise requires:

Charged Property means the property, assets and rights of the Chargor described in Clause 3.1 (Fixed Charge)

Company Titan London Estates (II) Limited (a company incorporated in England and Wales with company registration number 10751358) whose registered office is at 55 Station Road, Beaconsfield, Buckinghamshire, United Kingdom, HP9 1QL

Default Rate means the rate of default interest calculated in accordance with the Facility Agreement

Derivative Assets means all stocks, shares, warrants or other securities, rights, dividends, interest or other property whether of a capital or income nature accruing, offered, issued or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option or otherwise attributable to any of the Shares or any Derivative Assets described above

Disposal includes any sale, lease, sub-lease, assignment or transfer, the grant of an option or similar right, the grant of any easement, right or privilege, the grant of a licence or permission to assign or sublet, the creation of a trust or other equitable interest or any other proprietary right in favour of a third party, a sharing or parting with possession or occupation whether by way of licence or otherwise and the granting of access to any other person over any intellectual property, and "dispose" and "disposition" shall be construed

accordingly

Encumbrance	means any mortgage, charge, standard security, right in security, security, pledge, lien, assignment, assignation, guarantee, indemnity, right of set-off, right to retention of title or other encumbrance, whether fixed or floating, over any present or future property, assets or undertaking
Enforcement Event	means: (a) the Lender making demand for payment or discharge of all or any of the Secured Obligations at any time; and/or (b) the occurrence of an Event of Default
Event of Default	means the occurrence of an event of default (howsoever described) under any Facility Document
Facility Agreement	means the facility agreement dated on or around the date of this Charge made between (1) the Company (2) the Guarantor (as defined therein) (3) the Lender and all terms and conditions expressly incorporated therein
Facility Documents	means: (a) the Facility Agreement as amended, restated, novated or supplemented to from time to time; and/or (b) any other letter, document, agreement or security (including this Charge) comprising or constituting the Secured Obligations from time to time
Incapacity	means, in relation to a person, the insolvency, liquidation, dissolution, winding-up, administration, receivership, amalgamation, reconstruction or other incapacity of that person whatsoever or the termination or change in the composition of the Chargor
Insolvency Act	means the Insolvency Act 1986
ITA	means the Income Tax Act 2007
LPA	means the Law of Property Act 1925.
Receiver	has the meaning given to that term in Clause 7

(Receiver)

Regulations means the Financial Collateral Arrangements (No. 2) Regulations 2003 (S.I. 2003 No. 3226)

Secured Obligations means all or any money and liabilities which shall from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to the Lender by the Company, or the Chargor whether actually or contingently, solely or jointly and whether as principal or surety (or guarantor or cautioner), including any money and liabilities of the Company to a third party which have been assigned or novated to or otherwise vested in the Lender and including interest, discounts, commission and other lawful charges or expenses which the Lender may in the course of its business charge or incur in respect of any of those matters or for keeping the Chargor's account, and so that interest shall be computed and compounded after as well as before any demand made or judgment or decree obtained under or in relation to this Charge

Shares means the entire issued share capital of the Company registered in the name of the Chargor

1.2 Interpretation

In this Charge (unless the context otherwise requires):

- 1.2.1 any reference to statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
- 1.2.2 any reference to a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or of any regulatory, self-regulatory or other authority or organisation;
- 1.2.3 any reference to "control" of any company shall be interpreted in accordance with Section 995 of the ITA;
- 1.2.4 any reference to any clause, paragraph or schedule shall be construed as a reference to the clauses in this Charge, the schedules to this Charge and the paragraphs in such schedules;
- 1.2.5 any reference to any term or phrase defined in the Companies Act 2006 (as amended from time to time) shall (whether or not it is capitalised) bear the same meaning in this Charge;
- 1.2.6 any reference to words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;

- 1.2.7 any reference to this Charge and to any provisions of it or to any other document referred to in this Charge shall be construed as references to it in force for the time being and as amended, varied, supplemented, restated, substituted or novated from time to time including, for the avoidance of doubt and without prejudice to the generality of the foregoing, any amendment, variation, supplement, restatement or substitution that increases the amount of any loan or credit facility made available under any Facility Document or increases the amount of any interest, fees, costs or expenses or any other sums due or to become due under the Facility Documents or pushes back the date for full and final repayment of the facility made available under the Facility Documents;
- 1.2.8 any reference to a "person" is to be construed to include references to a natural person, corporation, firm, company, partnership, limited partnership, limited liability partnership, joint venture, unincorporated body of persons, individual or any state or any agency of a state, whether or not a separate legal entity;
- 1.2.9 any reference to any person is to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;
- 1.2.10 any reference to any word or phrase includes all derivations thereof;
- 1.2.11 any reference to "assets" includes present and future properties, revenues and rights of every description;
- 1.2.12 any reference to "guarantee" means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- 1.2.13 any reference to "indebtedness" or "borrowings" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.14 any reference to any "associated person" means, in relation to a person, a person who is either acting in concert (as defined in the City Code on Takeovers and Mergers) with that person or is a connected person (as defined in section 993 (as supplemented by section 994) of the ITA) of that person;
- 1.2.15 any reference to a time of day is a reference to London time; and
- 1.2.16 clause headings are for ease of reference only and shall not affect the interpretation of this Charge.
- 1.3 Effect as a deed
- It is intended that this Charge takes effect as a deed notwithstanding that the Lender may only execute it under hand.
- 1.4 Appointment of Receiver
- Any appointment of a Receiver under Clause 7 (Receiver) and any consents under this Charge may be made or given in writing signed or sealed by any successor or assignee or transferee of the Lender, and the Chargor hereby irrevocably appoints each such

successor or assignee or transferee to be its attorney in the terms and for the purposes stated in Clause 11 (Power of Attorney) hereof.

1.5 Facility Agreement definitions

Unless the context otherwise requires or unless otherwise defined in this Charge, words and expressions defined in the Facility Agreement shall have the same meaning when used in this Charge.

1.6 Implied covenants for title

The obligations of the Chargor under this Charge shall be in addition to the covenants for title deemed to be included in this Charge by virtue of Part 1 of the Law of Property (Miscellaneous Provisions) Act 1994.

1.7 Trusts

The perpetuity period for any trusts created by this Charge is 125 years.

2. Covenant to Pay

2.1 Covenant to pay

The Chargor covenants with the Lender that it will pay and discharge the Secured Obligations to the Lender in accordance with the Facility Agreement provided that notwithstanding any other provision of this Charge it is expressly agreed and understood that:

(a) the sole recourse of the Bank to the Chargor under this Charge is to the Chargor's interest in the Shares; and

(b) the liability of the Chargor to the Bank pursuant to this Charge shall be satisfied only from the proceeds of sale or other disposal or realisation of the Shares pursuant to this Charge.

2.2 Interest

2.2.1 The Chargor shall pay interest (as well after as before any judgment) at the rate or rates applicable under the agreements or arrangements giving rise to the relevant liabilities or, if no such rate or rates are specified, at the Default Rate.

2.2.2 Interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Lender but without prejudice to the rights of the Lender to require payment of such interest.

2.3 Appropriation of money/assets

At any time after the occurrence of an Enforcement Event, the Lender shall be entitled to appropriate moneys and/or assets to satisfy the Secured Obligations in such manner or order as it sees fit and any such appropriation shall override any appropriation by any other person.

2.4 Statements of account conclusive

Any statement of account of the Chargor, signed as correct by an officer of the Lender, showing the amount of the Secured Obligations, shall, in the absence of manifest error, be binding and conclusive on and against the Chargor.

3. Charge

3.1 Fixed Charge

The Chargor, with full title guarantee and as a continuing security for the payment and discharge of the Secured Obligations, hereby charges to the Lender by way of first fixed charge:

3.1.1 the Shares;

3.1.2 the Derivative Assets; and

3.1.3 all rights accruing or incidental to the Shares and/or the Derivative Assets from time to time.

3.2 Delivery of Documents

The Chargor shall, immediately upon execution of this Charge and during the continuance of the security created by this Charge deposit with the Lender, and the Lender shall be entitled to hold, all share certificates relating to the Shares together with such signed and stamped stock transfer forms (left blank as to the date of the transfer and the transferee) and other documents as the Lender may from time to time require for perfecting the title of the Lender to the Shares (duly executed by or signed by the registered holder) or for vesting or enabling it to vest the same in itself or its nominees or in any purchaser.

3.2.1 Restrictions on dealing with Charged Property

3.2.2 The Chargor hereby covenants that it will not without the prior written consent of the Lender:

(a) create or attempt to create or permit to subsist in favour of any person other than the Lender any Encumbrance on or affecting the Charged Property or any part thereof; or

(b) dispose of the Charged Property or any part thereof or attempt or agree so to do.

3.3 Acquisition of further shares etc.

The Chargor shall forthwith notify the Lender of any acquisition or receipt by the Chargor of any other shares or securities, or shares or securities convertible into, or accompanied by subscription rights for, shares, or any other rights, options or warrants to purchase or subscribe for shares or such other securities in the Company and, if so required in writing by the Lender, the Chargor shall:

3.3.1 immediately execute and deliver (or procure the execution and delivery of) such Encumbrances over such shares, securities, rights, options or warrants in favour of the Lender to secure the Secured Obligations as the Lender shall require;

- 3.3.2 sign, seal, execute and deliver all such deeds, instruments, transfers, renunciations, proxies, notices and documents in such form as the Lender may from time to time require in respect of any such Encumbrances; and
- 3.3.3 do all such things, take all such actions and give all such instructions, notices or directions as the Lender may deem necessary or desirable in respect of any such Encumbrances.

3.4 Subsequent Encumbrances

If the Lender receives notice of any subsequent Encumbrance affecting the Charged Property or any part thereof, the Lender may open a new account for the Chargor. If it does not do so then, unless the Lender gives express written notice to the contrary to the Chargor, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor to the Lender shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Chargor to the Lender at the time when it received such notice.

4. Representations and Warranties

4.1 Representations and warranties

The Chargor represents and warrants to the Lender on the date of this Charge that:

4.1.1 Title to Charged Property

- (a) It is and will be the sole, absolute and beneficial owners and the registered holders of all the Charged Property free from Encumbrances and will not create or attempt to create or permit to arise or subsist any Encumbrance (other than this Charge) on or over the Charged Property;
- (b) it has not sold or otherwise disposed of or agreed to sell or otherwise dispose of or granted or agreed to grant any option in respect of all or any of its right, title and interest in and to the Charged Property or any part of it and will not do any of the foregoing at any time during the subsistence of this Charge;
- (c) all Shares forming part of the Charged Property are and will at all times be fully paid and there are and will be no monies or liabilities outstanding in respect of any of the Charged Property; and
- (d) it will procure due compliance with its obligations in this Charge by all nominee(s) in whose name or names any Charged Property is registered or holding any certificates or other documents of title relating to any Charged Property;

4.1.2 Power and capacity

warrants and represents that it has power to execute, deliver and perform its obligations under this Charge and (where applicable) all necessary corporate, shareholder and other action has been taken to authorise the execution, delivery and performance of the same;

4.1.3 Binding obligations

- (a) this Charge constitutes the valid, legal, binding and enforceable obligations of the Chargor; and

- (b) the Security created by this Charge is, to the best of the knowledge and belief of the Chargor, valid and enforceable;

4.1.4 No conflict with other obligations

the execution and delivery of, the performance of its obligations under, and the compliance by the Chargor with the provisions of this Charge will not:

- (a) contravene any existing applicable law, statute, rule or regulation or any judgment, decree or permit to which the Chargor is subject; or
- (b) conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which the Chargor is a party or is subject or by which it or any of its property is bound; or

4.1.5 Consents obtained

every authorisation, or registration with, or declaration to, governmental or public bodies or authorities or courts required by the Chargor to authorise, or required by the Chargor in connection with, the execution, delivery, validity, enforceability or admissibility in evidence of this Charge or the performance by the Chargor of its obligations hereunder or thereunder has been obtained or made and is in full force and effect and there has been no default in the observance of any of the conditions or restrictions imposed in or in connection with any of the same;

4.1.6 No litigation

no litigation, arbitration or administrative proceeding is taking place, pending or, threatened against the Chargor which could have a material adverse effect on the business, assets or financial condition of the Chargor;

4.1.7 No filings required

it is not necessary to ensure the legality, validity, enforceability or admissibility in evidence of this Charge that it or any other instrument be notarised, filed, recorded, registered or enrolled in any court, public office or elsewhere in any relevant jurisdiction or that any stamp, registration or similar tax or charge be paid in any relevant jurisdiction on or in relation to this Charge and this Charge is in proper form for its enforcement in the courts of any relevant jurisdiction; and

4.1.8 No immunity

The Chargor nor any of its assets are entitled to immunity on the grounds of sovereignty or otherwise from any legal action or proceeding (which shall include, without limitation, suit, attachment prior to judgment, execution or other enforcement).

4.2 Repetition

The representations and warranties in Clause 4.1 (Representations and warranties) shall be deemed to be repeated by the Chargor on each date on which a representation is stated to be repeated under the Facility Documents in each case, as if made with reference to the facts and circumstances existing on each such day.

5. Covenants by the Chargor

5.1 Covenants

The Chargor hereby covenants and undertakes with the Lender that during the continuance of this Charge, the Chargor will:

5.1.1 Consents and Licences

obtain or cause to be obtained, maintain in full force and effect and comply in all material respects with the conditions and restrictions (if any) imposed in, or in connection with, every consent, authorisation, licence or approval of governmental or public bodies or authorities or courts and do, or cause to be done, all other acts and things which may from time to time be necessary or desirable under applicable law for the continued due performance of all its obligations under this Charge;

5.1.2 Memorandum and Articles of Association

procure that the Company will not, without the prior written consent of the Lender, make any alteration to the memorandum and articles of association of the Company including without limitation any modification or variation of the rights attaching to the Charged Property;

5.1.3 Additional Share Capital

procure that the Company will not, without the prior written consent of the Lender, allot or issue any further shares or any securities convertible into, or accompanied by subscription rights for, shares, other than additional ordinary shares ranking *pari passu* with the Shares in respect of which Clause 3.3 (Acquisition of further shares etc.) is complied with;

5.1.4 Communications

provide a copy of any report, accounts, circular, notice or other communication received in respect of or in connection with any of the Charged Property to the Lender forthwith upon the receipt by the Chargor;

5.1.5 Nominees

Not, without the prior written consent of the Lender, appoint any nominee to exercise or enjoy all or any of his rights in relation to the Charged Property;

5.1.6 Prompt payment

promptly pay all calls or other payments due and will discharge all other obligations in respect of any part of the Charged Property and if the Chargor fails to fulfil any such obligations the Lender may, but shall not be obliged to, make such payments on behalf of the Chargor in which event any sums so paid shall be reimbursed on demand by the Chargor to the Lender, together with interest at the Default Rate;

5.1.7 Indemnity

indemnify the Lender on a full indemnity basis against calls or other payments relating to the Charged Property and any defect in the Chargor's title to the Charged Property and against all actions, proceedings, losses, costs, claims and demands suffered or incurred in respect of anything done or omitted in any way relating to the Charged Property or in the exercise or purported exercise of the powers contained in this Charge by the Lender;

5.1.8 Protection of property

not do or cause or permit anything to be done which may adversely affect the security created or purported to be created by this Charge or which is a variation or abrogation of the rights attaching to or conferred by all or any part of the Charged Property without the prior written consent of the Lender and shall take such action as the Lender may in its discretion direct in relation to any proposed compromise, arrangement, reorganisation, conversion, repayment, offer or scheme of arrangement affecting all or any part of the Charged Property;

5.1.9 Statutes

comply with the provisions of all present or future statutes and directives and every notice, order or direction made under any of the foregoing;

5.1.10 Jeopardy

not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Property or the security created by this Charge; and

5.1.11 Insolvency

notify the Lender immediately:

- (a) in the event that any distress or execution is levied or enforced against the Chargor or any garnishee order is made and served in respect of any of their assets; and/or
- (b) if any steps (including, without limitation, the making of an application or the giving of any notice) are taken by any person (including, without limitation, the Chargor) in relation to the bankruptcy of any of the Chargor.

5.2 Power to Remedy

If the Chargor defaults at any time in complying with any of their obligations contained in this Charge, the Lender shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Chargor hereby irrevocably authorises the Lender and its employees and agents by way of security to do all such things necessary or desirable in connection therewith. Any monies so expended by the Lender shall be repayable by the Chargor to the Lender on demand together with interest at the Default Rate from the date of payment by the Lender until such repayment, both before and after judgment. No exercise by the Lender of its powers under this Clause 5.2 (Power to remedy) shall make the Lender liable to account as a mortgagee in possession.

6. Enforcement

6.1 Enforcement Event

Upon and at any time after the occurrence of an Enforcement Event, the Lender shall be entitled to enforce the security (in whole or in part) created by this Charge.

6.2 The Charged Property

6.2.1 The Lender and its nominees at the discretion of the Lender may exercise in the name of the Chargor or otherwise at any time whether before or after demand for payment and without any further consent or authority on the part of the Chargor (but subject to

Clause 6.2.3) any voting rights and all powers given to trustees by Section 10(3) and (4) Trustee Act, 1925 (as amended by Section 9 Trustee Investments Act, 1961) in respect of securities or property subject to a trust and any powers or rights which may be exercisable by the person in whose name any of the Securities is registered or by the bearer thereof.

6.2.2 The Chargor will if so requested by the Lender transfer all or any of the Charged Property to the Lender or such nominees or agents of the Lender as the Lender may select.

6.2.3 Until the occurrence of an Enforcement Event, the Lender will:

- (a) hold all dividends, distributions, interest and other moneys paid on and received by it in respect of the Charged Property (to the extent received by the Lender) for the account of the Chargor and will, subject to any right of set-off and to Clause 6.2.4, pay such dividends, distributions, interest and other moneys to the Chargor as soon as reasonably practicable following written request from the Chargor;
- (b) exercise all voting rights and all other rights and powers attached to the Charged Property exercisable by it as the Chargor may from time to time in writing reasonably direct, provided that the Lender shall be under no obligation to comply with any such direction where compliance would, in the Lender's opinion, be prejudicial to the value of the security created by this Charge and provided further that the Lender shall be entitled to exercise all such voting rights attached to the Charged Property as the Lender deems necessary for the purposes of preserving the value of the security created by this Charge.

6.2.4 Upon and at any time after the occurrence of an Enforcement Event:

- (a) all dividends, distributions, interest and other monies paid in respect of the Charged Property and received by or on behalf of the Chargor shall be held on trust for the Lender and forthwith paid into an account designated by the Lender or, if received by the Lender, may be applied by the Lender as though they were the proceeds of sale; and
- (b) all voting rights and all other rights and powers attaching to the Charged Property shall be exercised by, or at the direction of, the Lender and the Chargor shall, and shall procure that its nominees shall, comply with any directions the Lender may, in its absolute discretion, give concerning the exercise of those rights and powers.

6.3 Powers on enforcement

At any time on or after the occurrence of an Enforcement Event or if requested by the Chargor, the Lender may, without further notice, exercise all the powers conferred upon mortgagees by the LPA, without the restrictions contained in Section 103 of the LPA and do all or any of the following and/or delegate such powers or any of them to any person on such terms as it may think fit:

6.3.1 sell or otherwise dispose of all or any of the Charged Property or otherwise exercise and do (or permit the Chargor or any nominee of them to exercise and do) all such powers and things as the Lender would be capable of exercising or doing if the Lender were the absolute beneficial owner of the Charged Property;

6.3.2 settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person relating in any way to the Charged Property;

- 6.3.3 bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Property;
- 6.3.4 redeem any Encumbrance (whether or not having priority to this Charge) over the Charged Property and settle the accounts of encumbrancers; and
- 6.3.5 do, and concur in the doing of, all such other acts and things, either alone or jointly with any other person, which the Lender may consider necessary or expedient for the realisation of the Charged Property or incidental to the exercise of any of the rights and powers conferred on the Lender under or by virtue of this Charge, the LPA or the Insolvency Act.

6.4 Additional powers

The Lender shall be entitled to permit the sale of the Charged Property or any part thereof at such time and on such terms as the Lender may consider expedient and without being under any obligation to have regard in that respect of the effect (if any) which a disposal at such time or on such terms may have on the price likely to be realised. The Lender shall not in any circumstances, either by reason of any dealing with the Charged Property or any part thereof or for any other reason whatsoever be liable to account to the Chargor for anything except in respect of the Lender's own actual receipts or be liable to the Chargor for any loss or damage arising from any realisation by the Lender of the Charged Property or any part thereof or from any act, default or omission of the Lender in relation to the Charged Property or any part thereof or from any exercise or non-exercise by the Lender of any power, authority or discretion conferred upon it in relation to the Charged Property or any part thereof by or pursuant to this Charge or otherwise by any applicable law.

6.5 Law of Property Act 1925

The powers of sale or other disposal in Clauses 6.3 (Powers on enforcement) and 6.4 (Additional powers) shall operate as a variation and extension of the statutory power of sale under Section 101 of the LPA and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Charge. The restrictions contained in Sections 93 and 103 of the LPA shall not apply to this Charge or to any exercise by the Lender of its right to consolidate mortgages or its power of sale on or at any time after an Enforcement Event.

6.6 Certificate in writing

A certificate in writing by an officer or agent of the Lender that the power of sale or disposal has arisen and is exercisable shall be conclusive evidence of that fact in favour of a purchaser of all or any part of the Charged Property.

6.7 Redemption of prior Encumbrances

At any time after the security constituted by this Charge has become enforceable, or after any powers conferred by any Encumbrance having priority to this Charge shall have become exercisable, the Lender may:

- 6.7.1 redeem such or any other prior Encumbrance, or procure its transfer to itself; and
- 6.7.2 settle any account of that encumbrancer.

The settlement of any such account shall be conclusive and binding on the Chargor. All monies paid by the Lender to such encumbrancer in settlement of such an account

shall, as from its payment by the Lender, be due from the Chargor to the Lender on current account and shall bear interest and be secured as part of the Secured Obligations.

6.8 Lender Exoneration

At any time when any of the Charged Property is registered in the name of the Lender or its nominees, the Lender shall not be under any duty to ensure that any dividends, distributions or other monies payable in respect of any such Charged Property are duly and promptly paid to or received by it or its nominee, or to verify that the correct amounts are so paid or received, or to take any action in connection with the taking up of any (or offer of any) stocks, shares, rights, monies or other property paid, distributed, offered or accruing at any time by way of interest, dividend, redemption, bonus, rights, preference, option, warrant or otherwise or in respect of, or in substitution for, any of such Charged Property.

6.9 Financial Collateral

To the extent that the Charged Property constitutes Financial Collateral (as such term is defined in the Regulations), the Lender shall have the right, at any time after this Charge becomes enforceable, to appropriate all of any part of the Charged Property in or towards the payment or discharge of the Secured Obligations. To the extent that Charged Property constitutes Financial Collateral, the Chargor agrees that such Charged Property shall be held or redesignated so as to be under the control of the Lender for all purposes of the Regulations.

7. Receiver

7.1 Appointment of receiver(s)

At any time on or after the occurrence of an Enforcement Event or if the Chargor so requests in writing, the Lender may without further notice to the Chargor appoint by writing under hand or under seal any one or more persons either singly, jointly, severally or jointly and severally to be a receiver (each a "Receiver") in respect of all or any part of the property charged by this Charge and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place.

7.2 Agent of Chargor

Any Receiver shall be the agent of the Chargor which shall be solely responsible for his acts and defaults and the payment of his remuneration.

7.3 Powers of Receiver

7.3.1 Any Receiver shall, subject to any restrictions specified in the Charge or instrument appointing him, have all the powers conferred by statute on mortgagees in possession (but without liability as such) and receivers which in the case of joint receivers may be exercised either jointly or severally (including, without limitation, all the rights, powers and discretions conferred on a receiver under the LPA and a receiver or administrative receiver under the Insolvency Act). In addition, but without prejudice to the generality of the foregoing the Receiver shall have power (in the name of the Chargor or otherwise and in such manner and on such terms and conditions as he shall think fit) to:

- (a) take possession of, collect and get in all or any part of the property in respect of which he is appointed and for that purpose to take any proceedings;
- (b) to raise money from the Lender or others on the security of any property charged by this Charge;
- (c) sell, assign, let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed;
- (d) make any arrangement or compromise between the Chargor and any other person which he may think expedient;
- (e) employ, engage and appoint managers and other employees and professional advisers; and
- (f) do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Charge and which he lawfully may or can do.

7.3.2 The powers of a Receiver may be limited by the terms of his appointment.

7.4 Remuneration

The Lender may from time to time determine the remuneration of any Receiver and Section 109(6) of the LPA shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

8. Application of Proceeds

8.1 Order of application

Any monies received by the Lender or any Receiver under this Charge shall, subject to the payment of any claims having priority to the charges created by this Charge, be applied in the following order but without prejudice to the right of the Lender to recover any shortfall from the Chargor:

- 8.1.1 in the payment of all costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him;
- 8.1.2 in the payment of the Receiver's remuneration;
- 8.1.3 in or towards the satisfaction of the Secured Obligations in such order as the Lender in its absolute discretion thinks fit; and
- 8.1.4 in payment of the surplus (if any) to the person or persons entitled to it.

8.2 Suspense accounts

Any money received pursuant to the realisation of any security created pursuant to this Charge (whether before or after any Incapacity of the Chargor or any other person liable) may be placed to the credit of an interest-bearing suspense account with a view to preserving the rights of the Lender to prove for the whole of its respective claims

against the Chargor or any other person liable or may be applied in or towards satisfaction of the Secured Obligations.

9. Protection of Third Parties

9.1 No enquiry

No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned to enquire whether the monies and liabilities secured by this Charge have become payable or whether any power which it is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Receiver or Lender.

9.2 Law of Property Act

All the protections given to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Lender as if the liabilities secured by this Charge had become due and the statutory powers of sale in relation to the Charged Property had arisen on the date of this Charge.

10. Payments

10.1 No set-off or withholding

All sums payable by the Chargor under this Charge shall be paid to the Lender in full without any set-off, condition or counterclaim whatsoever and free and clear of any deduction or withholding whatsoever save only as may be required by law which is binding on it.

10.2 Gross-up

If any deduction or withholding is required by law in respect of any payment due from the Chargor under this Charge, the relevant sum payable by the Chargor shall be increased so that, after making the minimum deduction or withholding so required, the Chargor shall pay to the Lender and the Lender shall receive and be entitled to retain on the due date for payment a net sum at least equal to the sum which it would have received had no such deduction or withholding been required to be made.

11. Power of Attorney

11.1 Power of Attorney

The Chargor by way of security hereby irrevocably appoints each of the Lender, any person appointed by the Lender and any Receiver jointly and also severally, to be its attorney in its name and on its behalf:

11.1.1 to execute and complete any documents or instruments and to do all acts and things which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Property or for vesting the same in the Lender, its nominees or any purchaser;

11.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document referred to in Clause 14 (Further Assurance); and

- 11.1.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or a Receiver under this Charge or which may be deemed expedient by the Lender or a Receiver in connection with any disposition, realisation or getting in by the Lender or such Receiver of the Charged Property or any part thereof or in connection with any other exercise of any power under this Charge.

11.2 Ratification

The Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall reasonably do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Clause 11 (Power of Attorney).

12. Currency, Conversion and Indemnity

12.1 Conversion of currency

For the purpose of or pending the discharge of any of the monies and liabilities secured by this Charge the Lender may convert any monies received, recovered or realised by the Lender under this Charge (including the proceeds of any previous conversion) from their existing currency into such other currency as the Lender may think fit and any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency.

12.2 Currency indemnity

As a separate and independent obligation the Chargor agrees to indemnify and hold harmless the Lender against any shortfall between any amount received or recovered by it in respect of any payment due under this Charge and converted in accordance with Clause 12.1 (Conversion of currency) into the currency in which such amount was payable and the amount in such currency which was due and payable to the Lender under this Charge.

13. Prior Charges

13.1 Redemption of prior security

If there is any Encumbrance over any of the property charged by this Charge which ranks in priority to this Charge and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior Encumbrance the Lender or any Receiver appointed under this Charge in respect of such property may redeem such prior Encumbrance or procure its transfer to itself and may settle and pass the accounts of any prior mortgagee, chargee or encumbrancer.

13.2 Extension of powers and rights

Any account so settled and passed shall be conclusive and binding on the Chargor and all the principal, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be secured on the property charged by this Charge and all the powers conferred by any prior encumbrance upon the encumbrancer or any receiver thereunder shall be exercisable by the Lender or a Receiver in like manner as if the same were expressly included in this Charge.

14. Further Assurance

14.1 Further Assurance

The Chargor shall at its own cost whenever requested by the Lender immediately execute and sign all such Encumbrances, deeds, documents and assurances and do all such things as the Lender may require for the purpose of perfecting or more effectively providing security to the Lender for the payment and discharge of the Secured Obligations or to facilitate the realisation of the Charged Property or the exercise of any rights vested in the Lender or any Receiver.

14.2 Certain documentary requirements

Such further Encumbrances, deeds, documents, and assurances shall be prepared by or on behalf of the Lender at the expense of the Chargor and shall contain (a) an immediate power of sale without notice, (b) a Clause excluding Section 93 of the LPA and the restrictions contained in Section 103 of the LPA and (c) such other Clauses for the benefit of the Lender as the Lender may require.

15. Set Off

15.1 Set-off

The Chargor hereby agrees that the Lender may at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of its then existing accounts wheresoever situate (including accounts in the name of the Lender or of the Chargor jointly with others), whether such accounts are current, deposit, loan or of any other nature whatsoever, whether they are subject to notice or not and whether they are denominated in sterling or in any other currency, and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of the Secured Obligations which, to the extent not then payable, shall automatically become payable to the extent necessary to effect such set-off.

15.2 Purchase of currencies

For the purpose of this Clause 15 (Set-off), the Chargor authorises the Lender to purchase with the moneys standing to the credit of such accounts such other currencies as may be necessary to effect such applications.

16. Costs and Expenses

16.1 Costs and expenses

16.1.1 All costs, charges and expenses incurred by the Lender in connection with the preservation or enforcement or attempted enforcement of the Lender's rights under this Charge shall be reimbursed by the Chargor to the Lender on demand on a full indemnity basis and, until so reimbursed, shall carry interest at the Default Rate from the date of payment to the date of reimbursement and be secured on the property charged by this Charge.

16.1.2 A certificate signed by the Lender as to the amount of such costs and expenses shall, in the absence of manifest error, be conclusive and binding upon the Chargor.

16.2 Enforcement etc.

The Lender and every Receiver attorney or other person appointed by the Lender under this Charge and their respective employees shall be entitled to be indemnified on a full

indemnity basis out of the property charged by this Charge in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the property charged by this Charge and the Lender and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge.

17. Miscellaneous

17.1 Time, indulgence and other matters

The Lender may without discharging or in any way affecting the security created by this Charge or any remedy of the Lender grant time or other indulgence or abstain from exercising or enforcing any remedies, securities, guarantees or other rights which it may now or in the future have from or against the Chargor and may make any arrangement, variation or release with any person or persons without prejudice either to this Charge or the liability of the Chargor for the monies and liabilities secured by this Charge.

17.2 Severability

Each of the provisions in this Charge shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes or is declared null and void, invalid, illegal or unenforceable in any respect under any law or otherwise howsoever the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17.3 Remedies cumulative

No failure or delay on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

17.4 No waiver

No delay or omission on the part of the Lender in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single, partial or defective exercise of every such right or remedy preclude any other or further exercise under this Charge or that of any other right or remedy.

17.5 No liability as mortgagee in possession

Neither the Lender nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee may be liable as such.

17.6 Recovery of debts

Neither the Lender nor any Receiver shall have any liability or responsibility of any kind to the Chargor arising out of the exercise or non-exercise of the right to enforce recovery of the Charged Property or shall be obliged to make any enquiry as to the

sufficiency of any sums received in respect of any Charged Property and/or Assigned Rights or to make any claims or take any other action to collect or enforce the same.

17.7 Stamp taxes

The Chargor shall pay all stamp, documentary, registration or other duties (including any duties payable by or assessed on, the Lender) imposed on or in connection with this Charge.

17.8 Value Added Tax

17.8.1 All fees, costs and expenses payable under or pursuant to this Charge shall be paid together with an amount equal to any value added tax payable by the Lender in respect of the same to the extent that the Lender shall have certified (such certificate to be binding and conclusive on the Chargor) to the Chargor that it is not entitled to credit for such value added tax as input tax.

17.8.2 Any value added tax chargeable in respect of any services supplied by the Lender under this Charge shall, on delivery of a value added tax invoice, be paid in addition to any sum agreed to be paid under this Charge.

17.9 Continuing security, etc.

This Charge and the obligations of the Chargor under this Charge shall:

17.9.1 secure the ultimate balance from time to time owing to the Lender in respect of the Secured Obligations and shall be a continuing security notwithstanding any intermediate payment, partial settlement or other matter whatsoever;

17.9.2 be in addition to, and not prejudice or affect, any present or future Collateral Instrument, Encumbrance, right or remedy held by or available to the Lender;

17.9.3 not merge with or be in any way prejudiced or affected by the existence of any such Collateral Instruments, Encumbrances, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Lender dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable; and

17.9.4 not in any way be prejudiced or affected by any amendment or supplement to, or novation of, any of the Facility Documents.

17.10 Liability unconditional

The obligations of the Chargor under this Charge and the security created or granted under this Charge will not be affected by an act, omission, matter or thing which, but for this Clause 17.10 (Liability unconditional), would reduce, release or prejudice any of its obligations under this Charge and/or any of the security created or granted under this Charge (without limitation and whether or not known to it or the Lender) including:

17.10.1 any time, waiver or consent granted to, or composition with, the Chargor or any other person;

17.10.2 the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of the Chargor or such other person;

- 17.10.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 17.10.4 any Incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- 17.10.5 any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and of whatsoever nature) or replacement of a Facility Document or any other document or security;
- 17.10.6 any unenforceability, illegality or invalidity of any obligation of any person under any Facility Document or any other document or security;
- 17.10.7 where the security created or purported to be created by this Charge secures the Chargor' obligations and liabilities as a guarantor and/or indemnitor, any act or omission which would not have discharged or affected the liability of the Chargor had the Chargor been principal debtors in respect of those obligations and liabilities instead of guarantor or indemnitor or by anything done or omitted by any person which but for this provision might operate to exonerate or discharge the Chargor or otherwise reduce or extinguish the Chargor' liability under this Charge; or
- 17.10.8 any insolvency or similar proceedings.

17.11 Collateral instruments

The Lender shall not be obliged to make any claim or demand on the Chargor or any other person liable or to resort to any Collateral Instrument or other means of payment before enforcing this Charge and no action taken or omitted in connection with any such Collateral Instrument or other means of payment shall discharge, reduce, prejudice or affect the liability of the Chargor. The Lender shall not be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such Collateral Instrument or other means of payment.

17.12 Settlement conditional

Any release, discharge or settlement between the Chargor and the Lender shall be conditional upon no right, security, disposition or payment to the Lender by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to breach of duty by any person, bankruptcy, liquidation, administration, the protection of creditors or insolvency or for any other reason whatsoever and if such condition is not fulfilled the Lender shall be entitled to enforce this Charge as if such release, discharge or settlement had not occurred and any such payment had not been made.

17.13 Chargor bound

The Chargor agrees to be bound by this Charge notwithstanding that any person intended to execute or to be bound by this Charge may not do so or may not be effectually bound and notwithstanding that any guarantees or charges contained in this Charge may be terminated or released or may be or become invalid or unenforceable against the Chargor whether or not the deficiency is known to the Lender.

17.14 Statutory powers of leasing

During the continuance of this security the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Chargor in relation to the Charged Property or any part thereof.

17.15 Section 93 Law of Property Act 1925

Section 93 of the LPA shall not apply to the security created by this Charge or to any security given to the Lender pursuant to this Charge.

17.16 Reorganisation

This Charge shall remain binding on the Chargor notwithstanding any change in the constitution of the Lender or its absorption in, 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 granted by this Charge shall remain valid and effective in all respects in favour of the Lender and any assignee, transferee or other successor in title of the Lender in the same manner as if such assignee, transferee or other successor in title had been named in this Charge as a party instead of, or in addition to the Lender.

17.17 Unfettered discretion

Any liability or power which may be exercised or any determination which may be made under this Charge by the Lender may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor.

17.18 Law of Property (Miscellaneous Provisions) Act 1989

Any provisions of any Facility Document or any other document relating to any disposition of an interest in land shall be deemed to be incorporated in this Charge to the extent required for any purported disposition of the Charged Property contained in this Charge to constitute a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

17.19 Delegation of powers

The Lender shall be entitled, at any time and as often as may be expedient, to delegate all or any of the powers and discretions vested in it by this Charge in such manner, upon such terms, and to such person as the Lender in its absolute discretion may think fit and such person shall have the same rights and obligations as it would have had if such person had been a party to the Facility Documents in place of the Lender.

18. Assignments and Transfers

18.1 Lender's right to transfer

18.1.1 The Lender may at any time (and without notice or consent) assign or transfer the benefit of this Charge (or all or any of its rights under this Charge) to any person and the expression "the Lender" shall include its successors and assigns.

18.1.2 The Lender shall be entitled to disclose any information to any actual or prospective assignee, successor or participant.

18.2 Chargor may not transfer

The Chargor may not assign or transfer the benefit or burden of this Charge or all or any of its rights under this Charge without the prior written consent of the Lender.

19. Notices

19.1 Any demand or notice under this Charge shall be in writing signed by an officer, manager or agent of the Lender and (without prejudice to any other effective means of serving it) may be served on the Chargor personally or by post and either by delivering it to the Chargor by despatching it addressed to the Chargor at the address stated in this document (or such other address as may from time to time be notified by the Chargor to the Lender for this purpose) or address last known to the Lender. Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery.

19.2 If such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding that it was not in fact delivered or was returned undelivered. If sent by facsimile it shall be deemed to have been received (whether or not actually received) at the time of dispatch.

20. Counterparts

20.1 This Charge may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all which when taken together shall constitute one and the same instrument.

20.2 One or more additional originals of this Charge may be created by printing off the final version of this Charge and attaching it to the electronic copy of the signed execution page or the "wet ink" execution page as the case may be.

21. Third Parties

A person who is not a party to this Charge may not enforce any of its terms under The Contracts (Rights of Third Parties) Act 1999.

22. Governing Law and Enforcement

22.1 Governing law

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

22.2 Jurisdiction of the English Courts

22.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Charge (including a dispute relating to the existence, validity or termination of this Charge or any non-contractual obligation arising out of or in connection with this Charge) (a "Dispute").

22.2.2 The Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly he will not argue to the contrary.

22.2.3 This Clause 22.2 (Jurisdiction of English courts) is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

In witness whereof this Charge has been executed and delivered as a deed by the Chargor on the date stated at the beginning of this Charge.

EXECUTION

The Chargor

Signed by Titan London Holdings Limited)

acting by its sole director in the presence of:-)

Sole Director

Witness signature.....

Witness full name.....

Witness address.....

.....

Witness occupation.....

Lender

Signed by Dumore Investments Limited)
)
acting by a Director in the presence of:-) Director

Witness signature.....

Witness full name.....

Witness address.....

.....

Witness
occupation.....

Signed by Bluelaurel Limited)
)
acting by a Director in the presence of:-) Director

Witness signature.....

Witness full name.....

Witness address.....

.....

Witness
occupation.....