



Registration of a Charge

Company Name: **POCKET LIVING WOODSIDE LIMITED**

Company Number: **11352499**



Received for filing in Electronic Format on the: **02/08/2022**

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Details of Charge

Date of creation: **01/08/2022**

Charge code: **1135 2499 0003**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **LAND ADJOINING WOODSIDE PARK STATION APPROACH, BARNET, LONDON, N12 8SE HELD UNDER A LEASE DATED 30 NOVEMBER 2021 MADE BETWEEN (1) THE COMPANY AND (2) LONDON UNDERGROUND LIMITED AND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER AGL551792. ANY OTHER FREEHOLD OR LEASEHOLD PROPERTY NOW VESTED IN THE COMPANY AND ITS INTEREST IN ANY FREEHOLD OR LEASEHOLD PROPERTY ACQUIRED AFTER THE DATE OF THE INSTRUMENT. FOR MORE DETAILS PLEASE REFER TO THE INSTRUMENT.**

Contains fixed charge(s).

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

Certified by: **BRYAN CAVE LEIGHTON PAISNER LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11352499

Charge code: 1135 2499 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2022 and created by POCKET LIVING WOODSIDE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd August 2022 .

Given at Companies House, Cardiff on 3rd August 2022

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 1 August 2022

POCKET LIVING WOODSIDE BORROWER LIMITED
and

POCKET LIVING WOODSIDE LIMITED

as Chargors

BARCLAYS BANK PLC

as Security Agent

DEBENTURE

in relation to a £16,600,000 facility for the purposes of financing the development of land at
Woodside Park, Station Approach, London N12 8SE

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

Bryan Cave Leighton Paisner LLP
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CAVE
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DATED 1 August 2022

PARTIES

- (1) **POCKET LIVING WOODSIDE BORROWER LIMITED** (registered number 13762396) whose registered office is at 3rd Floor Tower House, 10 Southampton Street, London, United Kingdom, WC2E 7HA and **POCKET LIVING WOODSIDE LIMITED** (registered number 11352499) whose registered office is at Tower House, 10 Southampton Street, London, United Kingdom, WC2E 7HA (each a "**Chargor**" and together the "**Chargors**")
- (2) **BARCLAYS BANK PLC** as security trustee for the Secured Parties (the "**Security Agent**")

BACKGROUND

- (A) The Secured Parties have agreed to advance or to continue to advance monies or otherwise arrange credit or afford other financial facilities to the Borrower and/or others on the security created by this Deed.
- (B) The Chargors have agreed to charge its assets as security to the Security Agent as set out in this Deed to secure the payment and discharge of the Secured Liabilities.

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Accounts" means the bank accounts from time to time opened or maintained by or in the name of the Chargors in accordance with the provisions of the Facility Agreement and includes any replacement of those bank accounts.

"Act" means the Law of Property Act 1925.

"Borrower" means Pocket Living Woodside Borrower Limited.

"Charged Assets" means each and all of the assets, property, undertaking and other interests from time to time mortgaged, assigned or charged by this Deed and the subject matter of each of them.

"Charged Contracts" means each and all of the following both present and future:

- (a) the Development Documents;
- (b) each contract in respect of any disposal of any Charged Asset;
- (c) each Occupational Lease; and
- (d) all other agreements, in which the Chargors have an interest,

in each case, including any guarantees or sureties entered into in respect of them.

"Charged Property" means any freehold or leasehold property from time to time charged pursuant to this Deed.

"Development Documents" has the meaning given to it in the Facility Agreement.

"Disposal Proceeds" means the net disposal proceeds derived from the disposal of the Property or the shares in the Borrower.

"Facility Agreement" means a facility agreement dated 17 February 2022 and made between amongst others the Security Agent (1) and the Borrower (2) as amended, novated, supplemented, extended or restated from time to time.

"Finance Document" shall have the meaning ascribed to it by the Facility Agreement.

"Finance Party" shall have the meaning ascribed to it by the Facility Agreement.

"General Account" means any Account from time to time designated as such and includes any replacement of that Account.

"Insurances" means any policy of insurance in which any Chargor may at any time have an interest relating to any Charged Property.

"Investments" means the present and future interest of any Chargor in:

- (a) any stocks, shares (including all shares in any residents' or management company connected with the Property/ies), bonds, units or any form of loan or other capital of or in any legal entity; and
- (b) any warrant or other right to acquire any such investment,

and, in each case, including any income, offer, right or benefit in respect of any such investment.

"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent to which the Property may at any time be subject and includes any guarantee of a tenant's obligations under the same.

"Party" means a party to this Deed.

"Property" means the property details of which are set out in Schedule 1 (*The Property*) including all:

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future;
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it; and
- (c) easements, access rights, rights of way, wayleaves and rights attaching to it.

"Receiver" means a receiver or receiver and manager or administrative receiver appointed by the Security Agent under this Deed (whether sole, joint and/or several and including any substitute).

"Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements.

"Related Rights" means, in relation to any asset:

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

both present and future (including all rights against any trustee, nominee, fiduciary or clearing system).

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of any Chargor in connection with any Occupational Lease.

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

"Secured Party" shall have the meaning ascribed to it by the Facility Agreement.

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Transaction Obligor" shall have the meaning ascribed to it by the Facility Agreement.

"VAT" means:

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a), or imposed elsewhere.

1.2 Construction

1.2.1 Unless the contrary intention is expressed, all defined terms in the Facility Agreement have the same meaning here.

1.2.2 The construction provisions set out at clause 1.2 (*Construction*).

1.2.3 If any provision of this Deed shall conflict with any term of the Facility Agreement then the relevant term of the Facility Agreement shall prevail.

1.2.4 Each Chargor gives the same representations and undertakings to the Agent as given by each Obligor in clauses 18 (Representations), clause 21 (General Undertakings) and clause 23 (Property Undertakings) (including clause 21.3 (Negative Pledge) of the Facility Agreement in each case as if set out in full and as if each reference to an Obligor in those clauses was a reference to that Chargor.

- 1.2.5 Clause 16 (Bank Accounts) and clause 34 (Set-off) of the Facility Agreement are incorporated in this Deed in each case as if set out in full and with necessary changes.

1.3 Disposition of Property

The terms of any other Finance Document and of any side letters between the Parties are incorporated into each Finance Document to the extent required for the purported disposition of the Property contained in any Finance Document to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2 COVENANT FOR PAYMENT

2.1 Covenant to pay

Each Chargor covenants with the Security Agent that it will on demand, pay and discharge each and all of the Secured Liabilities when due.

2.2 Survival of obligations

The payment obligations of the Chargors under the Finance Documents shall survive the enforcement of the whole or any part of the Charged Assets.

3 SECURITY

3.1 General

All the security created under this Deed is created in favour of the Security Agent as continuing security for the payment and discharge of the Secured Liabilities with full title guarantee.

3.2 Mortgage

Each Chargor charges by way of legal mortgage:

- (a) the Property described opposite its name in Schedule 1 (*The Property*) and
- (b) any other freehold or leasehold property now vested in that Chargor.

3.3 Fixed charge

3.3.1 Each Chargor charges by way of fixed charge each of the following including all rights of enforcement of the same:

- (a) its interest in any freehold or leasehold property acquired after the date of this Deed;
- (b) its interest in the Charged Contracts;
- (c) all fixtures, fittings, plant, machinery, manuals and other chattels, present and future, in respect of any Charged Property and all guarantees and warranties in respect of any of them;
- (d) all easements, licences and other rights, present and future, relating to any Charged Property in which it has an interest;

- (e) the Accounts (other than the General Account) and the debts represented by them;
- (f) the General Account and the debt represented by it;
- (g) any accounts of that Chargor present and future not charged by either of Clauses 3.3(e) or 3.3(f) and the debts represented by them;
- (h) the Investments;
- (i) if applicable its uncalled capital;
- (j) its goodwill; and
- (k) all Related Rights in respect of the above and in respect of the properties referred to in Clause 3.2 (*Mortgage*).

3.4 **Assignment**

Each Chargor assigns absolutely subject to re-assignment in accordance with the provisions of Clause 11 (*Discharge*) each of the following including all rights of enforcement of the same:

- (a) all Rental Income present and future;
- (b) the Disposal Proceeds;
- (c) all book debts and other debts, present and future, payable to that Chargor;
- (d) all monies payable to it under any Insurances;
- (e) the benefit of the copyright and similar rights vested in it, present and future, in connection with any Charged Property;
- (f) all causes of action and other rights and remedies in which it has an interest at any time;
- (g) the benefit of any monies paid or payable to it from time to time by way of compensation, endowment, gift, grant or otherwise;
- (h) its interest from time to time in any VAT recoveries; and
- (i) all Related Rights in respect of the above.

3.5 **Floating charge**

Each Chargor charges by way of floating charge all its assets, property and undertaking both present and future.

3.6 **Application of charges**

The charges created under this Deed expressed to be:

- (a) fixed charges, shall only apply to the extent that they create fixed security; and

- (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under this Deed.

4 CRYSTALLISATION OF FLOATING CHARGE

4.1 Crystallisation by notice

The Security Agent may at any time by notice in writing to the relevant Chargor convert the floating charge created by Clause 3.5 (*Floating charge*) with immediate effect into a fixed charge as regards any Charged Assets specified in the notice if:

- (a) an Event of Default is continuing; or
- (b) the Security Agent reasonably considers that any of the Charged Assets may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of legal process.

4.2 Automatic crystallisation

Notwithstanding Clause 4.1 (*Crystallisation by notice*) and without prejudice to any law which may have a similar effect, the floating charge created by Clause 3.5 (*Floating charge*) will convert automatically with immediate effect into fixed charges as regards all the assets subject to the floating charge if:

- (a) any Chargor creates or attempts to create any Security over any Charged Assets without the prior written consent of the Security Trustee;
- (b) any steps are taken (other than where the same is frivolous or vexatious and not discharged within 14 days, including the giving of notice, the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or receiver in respect of a Chargor or over all or any part of its assets, or if such person is appointed;
- (c) any other floating charge over any of the Charged Assets crystallises; or
- (d) in any other circumstances prescribed by law.

5 PERFECTION OF SECURITY

5.1 Insolvency Act 1986

For the purposes of section A52 of the Insolvency Act 1986 nothing in this Deed shall provide for:

- (a) the obtaining of a moratorium in respect of a Chargor pursuant to part A1 of the Insolvency Act 1986; or
- (b) anything done with a view to obtaining such a moratorium,

to be an event causing the floating charge created by this Deed to crystallise or causing restrictions which would not otherwise apply to being imposed on the disposal of property by a Chargor or a ground for the appointment of a Receiver.

5.2 Further assurance

The Chargors shall execute and do at its own cost and in such form as is reasonably required by the Security Agent:

- (a) such further additional mortgages, charges, assignments, transfers and conveyances; and
- (b) such assurances, deeds, documents, acts and things,

as the Security Agent may reasonably require to perfect or protect the security created by this Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with this Deed.

5.3 Notices

5.3.1 If the Security Agent from time to time so requests, each Chargor shall serve a notice in the form set out in:

- (a) Schedule 3, Part 1 (*Notice of assignment or charge of Contract*) in respect of the Building Contract and each Insurance charged or assigned pursuant to Clause 3 (*Security*); and
- (b) Schedule 3, Part 2 (*Notice of charge of account*) in respect of Accounts charged pursuant to Clause 3 (*Security*)

5.3.2 Following an Event of Default, each Chargor shall serve a notice in the form set out in Schedule 3, Part 1 (*Notice of assignment or charge of Contract*) in respect of the contracts charged pursuant to Clause 3 (*Security*).

5.3.3 Each Chargor shall use all reasonable endeavours to procure that the party to whom a notice served pursuant to Clause 5.3.1 is addressed completes and returns to the Security Agent an acknowledgement in the form of Part B of the relevant notice.

5.3.4 To the extent that the Security Agent is the same entity as the Account Bank, it acknowledges that this Deed constitutes notice to it of the charge over the Accounts under Clause 3.3 (*Fixed charge*) which are held with it.

5.4 Restriction

5.4.1 Each Chargor authorises the Security Agent to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estates:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered Charge, not being a Charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 1 August 2022 in favour of Barclays Bank Plc referred to in the Charges Register (or its conveyancer)."

5.4.2 Each Chargor authorises the Security Agent to apply to the Land Registry to enter the obligation to make further advances on the charges register of the relevant registered estates.

6 RESTRICTIONS ON DEALINGS

6.1 Security

Except as expressly allowed under the Facility Agreement or this Deed, each Chargor must not create or permit to subsist any Security on any of its Charged Assets.

6.2 Disposals

Except as expressly allowed under the Facility Agreement or this Deed, each Chargor must not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any of its Charged Assets.

7 INVESTMENTS

7.1 Investment title documentation

Upon execution of this Deed (or immediately upon the acquisition of the relevant Investment if that acquisition follows the date of this Deed) and notwithstanding any other term of the Finance Documents, the Chargors will deposit with the Security Agent in respect of each Investment:

- (a) all certificates, warrants or other documents of title;
- (b) duly executed undated blank stock transfer forms; and
- (c) forms of waiver of any pre-emption rights and any other documents, consents and monies necessary to enable such transfers to be registered by the Security Agent.

7.2 Voting prior to an Event of Default

Prior to an Event of Default which is continuing, the Chargors may continue to exercise all voting and other rights (including the right to collect dividends, interest, principal or other payments of money) relating to the Investments provided that such rights are not exercised in a way which (and the Chargors shall not permit anything which):

- (a) jeopardises the security constituted by the Finance Documents;
- (b) varies the rights attaching to the Investments; or
- (c) relates to a participation in a rights issue or to receiving dividends other than in cash or concerns a merger, consolidation, allotment of shares, change to constitutional documents, transfer of ownership (legal or beneficial), insolvency or matters which would otherwise be prohibited by the Finance Documents.

7.3 Voting after an Event of Default

- 7.3.1 Following an Event of Default which is continuing, the Security Agent may (without notice to or consent from any Chargor and in any Chargor's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money but excluding the right to vote) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise.

- 7.3.2 Following an Event of Default which is continuing and the service of notice upon the relevant Chargor, the Security Agent may (without consent from any Chargor and in that Chargor's name or otherwise) exercise any right to vote in respect of the Investments.

7.4 Obligations

The Chargors shall promptly pay all calls, costs and/or other payments in respect of the Investments and shall give to the Agent and the Security Agent, at the time of issue, copies of all information, offers, notices or other materials supplied to the members of the issuers of the Investments and shall advise the Agent and the Security Agent promptly of any material occurrence affecting the Investments or any other part of the security granted to the Security Agent and shall give to the Agent and the Security Agent such information as they may reasonably require relating to the Investments.

8 RIGHTS OF ENFORCEMENT

8.1 Enforcement

- 8.1.1 The Secured Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.

- 8.1.2 The enforcement powers of the Security Agent in connection with this Deed shall be immediately exercisable:

- (a) upon an Event of Default which is continuing at the time enforcement powers are first exercised; or
- (b) at the Security Agent's discretion, at the request of the Chargors

- 8.1.3 The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.

- 8.1.4 In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Security Agent or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred and that the Secured Liabilities are outstanding and have become due.

8.2 Security Agent's and Receiver's powers and rights

- 8.2.1 Following enforcement in accordance with Clause 8.1.2, the Security Agent shall have the power:

- (a) to appoint a Receiver or Receivers of the whole or any part of the Charged Assets and (so far as the law allows) to remove and/or substitute any such appointee;
- (b) to appropriate any Charged Assets in accordance with Clause 8.3 (*Financial collateral*); and
- (c) to appoint an administrator of any Chargor, and paragraph 14 of schedule B1 of the Insolvency Act 1986 shall apply to this Deed.

- 8.2.2 Following enforcement in accordance with Clause 8.1.2, the Security Agent (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall have the power to exercise:

- (a) all statutory and other powers and rights (including the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act 1986 whether or not the Security Agent and/or any Receiver is an administrative receiver); and
- (b) the powers and rights specified in Schedule 2 (*Security Agent's and Receiver's powers*),

and may exercise them in the name of any Chargor and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

8.3 Financial collateral

To the extent that any of the Charged Assets constitute "financial collateral" and this Deed and the obligations of any Chargor under it constitute a "financial collateral arrangement" (in each case as defined in, and for the purposes of, the Regulations), the Security Agent shall have the right after the Security created by this Deed has become enforceable to appropriate all or any part of it in or towards discharge of the Secured Liabilities and transfer title in and to it to the Security Agent. For this purpose, the Parties agree that the value of the financial collateral so appropriated shall be:

- (a) in the case of cash, the amount standing to the credit of each account, together with any accrued but unpaid interest, at the time the right of appropriation is exercised; and
- (b) in the case of Investments, the market price determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation.

In each case, the Parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

8.4 Receiver as agent

So far as the law allows, a Receiver shall be the agent of the Chargors, who shall be solely liable for his acts, defaults and remuneration, but the Security Agent shall be entitled to agree the fees and expenses of and the mode of payment to any Receiver.

8.5 Receivers' joint and several powers

Where more than one Receiver is appointed under this Deed, they shall have power to act separately unless the Security Agent in the appointment specifies to the contrary.

8.6 Further powers

If any Chargor defaults in the observance and performance of any obligation to the Security Agent, the Security Agent or its agents (without any of them becoming a mortgagee in possession) may at any time (but shall not be obliged to) do such things as it considers necessary to remedy the default.

8.7 Power of attorney

8.7.1 The Chargors by way of security irrevocably appoints the Security Agent and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Security Agent and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving or enforcing the security created by this Deed and/or the value of any of the Charged Assets and/or for the purpose of enforcing the performance of any Chargor's obligations in connection with this Deed.

8.7.2 Each Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers.

9 APPLICATION OF RECEIPTS

9.1 Priority of payment

Subject to sums secured by Security having priority to the Security created by this Deed, all monies received by the Security Agent and/or any Receiver pursuant to or in the enforcement of this Deed shall be held by the Security Agent and applied in accordance with the Facility Agreement.

9.2 Crediting to suspense account

The Security Agent or any Receiver may credit any monies received from the enforcement of this Deed to any suspense account in any manner and for such period as the Security Agent or that Receiver thinks fit.

10 NOTICES

The provisions as to notices set out in the Facility Agreement will apply to this Deed as if set out in full here and as if each reference to the "Borrower" is a reference to the "Chargor".

11 DISCHARGE

11.1 As soon as reasonably practicable upon the Secured Liabilities having been unconditionally and irrevocably paid, repaid and discharged in full, the Security Agent will, at the request and reasonable cost of the Chargors, discharge this Deed.

11.2 No discharge will be of any effect if any security or payment given or made in respect of the Secured Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

12 GENERAL PROVISIONS

12.1 Trust provisions

The covenants, undertakings and representations made by each Chargor under this Deed are made in favour of the Security Agent as security trustee for the Secured Parties.

12.2 Immediate recourse

It shall not be necessary for the Security Agent before taking any enforcement under this Deed to enforce or seek to enforce any guarantee or other security or other rights whether from or against any Chargor or any other person.

12.3 Merger

This Deed is in addition to, and will not merge in or in any way be prejudiced or affected by the Security Agent taking or holding or releasing, any other Security at any time, and likewise any such other Security is in addition to and will not merge in or in any way be prejudiced or affected by this Deed.

12.4 Prior security

The Security Agent may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security against the Charged Assets and may settle and pass the accounts of the prior chargee (which shall be binding on any Chargor). All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by any Chargor to the Security Agent on demand.

12.5 No liability in relation to Charged Assets

None of the provisions of this Deed shall be deemed to impose on the Secured Parties or imply on their part any obligation or other liability in relation to the Charged Assets.

12.6 Tacking

Each Finance Party must perform its obligations under the Facility Agreement (including any obligation to make further advances).

12.7 Direction for payment of funds

Where any monies advanced or other credit given by a Secured Party and intended to be secured by this Deed is to be advanced and/or given to a person other than a Chargor, then, for the purposes of the overreaching provisions of sections 2(1)(ii) and 27(2) of the Act, each Chargor directs the payment of those monies or the giving of credit to that other person.

12.8 New accounts

On receiving notice that the whole or any part of the Charged Assets has been encumbered by any Security or disposed of (other than as permitted by the Finance Documents):

- (a) a Finance Party may close each Chargor's then subsisting account and open a new account with any Chargor, and (unless the relevant Finance Party gives that Chargor written notice otherwise) shall be deemed to have done so;
- (b) all payments made to a Finance Party after that date will be credited (or be treated as having been credited) to the new account; and
- (c) no money credited or treated as credited to the new account shall reduce the Secured Liabilities.

12.9 Consolidation

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to the security created by this Deed.

12.10 Expenses

The Chargors must pay the Security Agent within three Business Days of demand the amount of all costs and expenses (including legal fees) incurred by any Secured Party in connection with the enforcement of, or the preservation of any rights against the Chargors under, this Deed.

12.11 Rights of third parties

12.11.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

12.11.2 The Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

12.12 Effect as a deed

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

12.13 Counterparts

This Deed may be executed in any number of counterparts. This shall have the same effect as if the signatures on the counterparts were on a single copy of this Deed.

13 LAW AND JURISDICTION

This Deed and any non-contractual obligations arising out of or in relation to this Deed are governed by English law.

This Deed has been executed as a deed and delivered on the date stated at the beginning of this Deed.

Schedule 1
The Property

Owner	Property
Pocket Living Woodside Limited	Land adjoining Woodside Park, Station Approach, Barnet, London, N12 8SE held under a lease dated 30 November 2021 made between (1) Pocket Living Woodside Limited and (2) London Underground Limited and registered at the Land Registry under title number AGL551792

Schedule 2
Security Agent's and Receiver's powers

1 Conduct of business

(a) Carry on business

To carry on, manage, develop, reconstruct, amalgamate, diversify and/or conduct the business of the Chargors in all respects and for such purpose to:

- (i) enter upon and take possession, get in, collect or otherwise assume control in respect of all or any of the Charged Assets; and/or
- (ii) acquire any property, chattels, plant, machinery and materials.

(b) Formation of companies

To promote the formation of companies with a view to the same purchasing, leasing, licensing or otherwise acquiring any of the Charged Assets and to arrange for such companies to trade or cease to trade in all cases.

(c) Compromise claims

To compromise any claim relating to the Charged Assets.

(d) Borrowing and advancing

To borrow, raise or advance money whether or not in priority to the Secured Liabilities and with or without security.

(e) VAT

To assume and exercise all or any of the powers and rights conferred on the Chargors in respect of its VAT status, liabilities, advantages or arrangements.

(f) Employees

To:

- (i) enter into, adopt and/or terminate any contract of employment; and
- (ii) employ solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, builders, workmen, stockbrokers and others.

2 Dealing with the Chargors' assets

(a) Possession

To enter upon and take possession of, get in, use and/or collect any Charged Asset.

(b) Payments

To pay any rent or other outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership, occupation or use.

(c) Receipts

To give receipts and releases for any sums received.

(d) Carry on works

To undertake any works, demolition, building, reconstruction, improvement, repair or decoration in respect of any of the Charged Assets which consist of property, buildings, structures, plant, machinery or equipment as it thinks fit and whether or not in accordance with any obligations imposed by the Facility Agreement.

(e) Assumption of rights

To assume, exercise, cancel and/or vary all or any of the powers and rights conferred on the Chargors under any Charged Asset.

(f) Insurance

To effect insurances on such terms as it thinks fit.

(g) Planning permissions and consents

To obtain all necessary planning permissions, building regulation approvals and other permissions, consents or licences in relation to any development or use of the Charged Assets.

(h) Acquisition of property

To acquire any adjoining property and/or easements, interests or estates in property and to grant easements and rights.

(i) Negotiation

To negotiate and conclude reviews of rent and otherwise deal in relation to the Occupational Leases and the tenants' and guarantors' respective obligations under them.

3. **Disposals**

(a) Selling

To sell or otherwise realise and deal with, and transfer title to, the Charged Assets, in return for such consideration as it thinks fit and whether or not:

- (i) for immediate or deferred consideration;
- (ii) in return for a single payment or instalments; and
- (iii) for consideration wholly or partly in cash, property or securities in whatever form,

and in all cases the terms of which shall bind any subsequent mortgagee.

(b) Leasing

To grant, create or surrender any lease, tenancy, licence or other agreement relating to the disposal of or other dealing with the Charged Assets on such terms as it thinks fit and:

- (i) with or without any rent, review of rent, fine or premium; and
- (ii) whether absolutely or for a term,

and in all cases the terms of which shall bind any subsequent mortgagee.

4 **General**

To do or abstain from doing all such things as it considers necessary or desirable for perfecting, maintaining, preserving or enhancing the value of any of the Charged Assets or for or in connection with the enforcement of the Security created by this Deed or the realisation of any of the Charged Assets, whether or not in accordance with the Facility Agreement, including:

- (i) executing, delivering and completing all or any deeds or other documents;
- (ii) using the name of the Chargors in connection with any of the purposes in this Schedule 2 (*Security Agent's and Receiver's powers*);
- (iii) commencing, carrying out and completing any acts, matters, proceedings in relation to any Charged Asset as if it were the sole and absolute beneficial owner of the Charged Assets; and
- (iv) obtaining, entering into and maintaining any bonds, covenants, commitments, engagements, guarantees and indemnities or other like arrangements.

5 **Powers and discretions**

All its powers and discretions under this Deed shall be exercisable:

- (i) on such terms and conditions and otherwise as it may think fit; and
- (ii) as if it were the absolute and beneficial owner.

**Schedule 3
Notices**

Part 1

Notice of assignment or charge of Contract

Part A

From: [Details of Chargor] (the "Chargor")

To: [Details of party to Contract]

Date: [●]

Dear Sirs

[Description of Relevant Document] (the "Contract")

- 1 We refer to:
 - (i) the Contract; and
 - (ii) a [debenture] (the "**Security Deed**") dated [●] made between the Chargors (1) and Barclays Bank Plc (the "**Security Agent**") (2).
- 2 We give you notice that pursuant to the Security Deed, we have [charged/assigned]¹ all of our present and future right, title, interest and benefit in, under and to the Contract (including all [monies] [rent] payable to us under the Contract) to the Security Agent.
- 3 We irrevocably and unconditionally instruct and authorise you:
 - (i) to make all payments in connection with the Contract as the Security Agent may direct. [Until you are notified otherwise by the Security Agent, the Security Agent directs such sums to be paid to [insert Chargor bank details]]²;
 - (ii) that all our rights in connection with the Contract are exercisable by (or with the consent of) the Security Agent. [Until you are notified otherwise by the Security Agent, the Security Agent directs that all such rights powers, discretions and remedies shall continue to be exercisable by us]; and³
 - (iii) to disclose any information relating to the Contract which the Security Agent may from time to time request.
- 4 [Notwithstanding the terms of the Contract, it has been agreed that any at any time following an Event of Default, the Security Agent may, elect in writing to you to immediately terminate the Contract (and from such election the relevant Contract shall be so terminated and you shall take such steps as may reasonably be required

¹ Delete as appropriate.

² This will only be needed when it is intended that the notice is to be served and acknowledged prior to first drawdown. It *must* be acknowledged by the recipient. Alternatively notify the recipient of an assignment over the income stream alone.

³ See previous note.

to terminate the Contract). No fees or penalties will be payable to you in respect of such termination.])

- 5 [Should there be any conflict between the terms of this notice and the Contract then the terms of this notice shall prevail.]
- 6 No amendment, waiver or release of any right or obligation in connection with the Contract and no termination or rescission of the Contract by us shall be effective without the prior written consent of the Security Agent and in any event no such termination or rescission shall be effective unless you have given notice to the Security Agent.
- 7 Notwithstanding anything in this notice or otherwise we (and not the Security Agent nor its appointees) shall be liable under the Contract to perform all the obligations assumed by us under it.
- 8 The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.
- 9 This letter shall be governed by and construed in accordance with the laws of England.
- 10 Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent.

Signed
For and on behalf of the Chargor

Part B - Receipt of notice of assignment or charge of Contract

From: [Details of party to Contract]

To: Barclays Bank Plc
[Address]

For the attention of [●]

Date: [●]

We acknowledge receipt of the notice in the above terms. We confirm our acceptance of the instructions and authorisations contained in the notice and further confirm that:

- 1 we have not received notice of any previous assignments or charges of or over the Contract; and
- 2 we agree and will comply with the matters set out in that notice.

Signed
For and on behalf of [●]

Part 2
Notice of charge of account

Part A

From: [Details of Chargor] [(the "**Chargor**")]

To: [Details of provider of the relevant Account]

Date: [•]

Dear Sirs

[Description of relevant Account] (the "Account")

- 1 We refer to the:
 - (i) the Account (which expression shall include all monies standing to the credit of such account now or in the future); and
 - (ii) a [debenture] (the "**Security Deed**") dated [•] made between the Chargors (1) and Barclays Bank Plc (the "**Security Agent**") (2).
- 2 We give you notice that pursuant to the Security Deed, all of our present and future right, title, interest and benefit in, under and to the Account were charged to the Security Agent.
- 3 We irrevocably and unconditionally instruct and authorise you:
 - (i) ⁴not to release any monies from the Account without the prior written consent of the Security Agent;
 - (ii) ⁵that all our rights in connection with the Account are exercisable by (or with the consent of) the Security Agent; and
 - (iii) to disclose any information relating to the Account which the Security Agent may from time to time request.
- 4 By countersigning this letter you confirm that:
 - (i) you do not have, and will not make or exercise, any claims or demands, any rights of counterclaim, rights of deduction, set-off or any other equities against us or the Security Agent in respect of the Account; and
 - (ii) no amendment, waiver or release of any right or obligation in connection with the Account and no termination or rescission of the Account by us shall be effective without the prior written consent of the Security Agent and in any event no such termination or rescission shall be effective unless you have given notice to the Security Agent.

⁴ Insert "following notification by the Security Agent" in respect of floating charge accounts.

⁵ Insert "following notification by the Security Agent" in respect of floating charge accounts.

- 5 Notwithstanding anything in this notice or otherwise we (and not the Security Agent nor its appointees) shall be liable to perform all the obligations assumed by us in respect of the Account.
- 6 The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.
- 7 This letter shall be governed by and construed in accordance with the laws of England.
- 8 Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent.

Signed
For and on behalf of the Chargor

Part B - Receipt of notice of charge of account

From: [Details of provider of the relevant Account]

To: Barclays Bank Plc

[Address]

For the attention of [•]

Date: [•]

[Description of relevant Account]

We acknowledge receipt of the notice in the above terms. We confirm our acceptance of the instructions and authorisations contained in the notice and confirm that:

- 1 we have not received notice of any previous assignments or charges of or over the Account; and
- 2 we agree and will comply with the matters set out in that notice.

Signed
For and on behalf of [•]

EXECUTION PAGE

Chargors

Executed as a deed by **POCKET LIVING**
WOODSIDE BORROWER LIMITED acting
by PAUL RICKARD

)
)
)

in the presence of:

Director

Witness details:

Signature of witness:

[REDACTED]

Name of witness: SARAH MCALFEER

Address: [REDACTED]

[REDACTED]

Occupation: OFFICE MANAGER

Address for notices: Pocket Living, 3rd Floor,
Tower House, 10 Southampton Street,
London WC2E 7HA

Email: paul.rickard@pocketliving.com and

chris.middleton@pocketliving.com

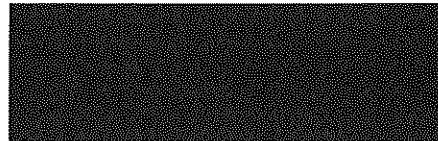
Attn: Paul Rickard/Chris Middleton

Executed as a deed by **POCKET LIVING
WOODSIDE LIMITED** acting by

PAUL RICKARD in the presence

of_

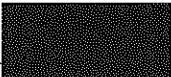
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Director



Witness details:

Signature of witness:



Name of witness: SARAH MCALDER

Address:

Occupation: OFFICE MANAGER

Address for notices: Pocket Living, 3rd Floor,
Tower House, 10 Southampton Street,
London WC2E 7HA

Email: paul.rickard@pocketliving.com and

chris.middleton@pocketliving.com

Attn: Paul Rickard/Chris Middleton

Security Agent

Signed as a deed by

THU MAGNER

as attorney for **BARCLAYS BANK PLC**

In the presence of:

Attorney

Witness details:

Signature of witness:

Name of witness: JURATE ZAVANAVICIUTE

Address: ONE CHURCHILL PLACE

LONDON E14 SITE

Occupation: DIRECTOR

Address for notices:

Real Estate Management Team, Level 12, 1
Churchill Place, London E14 5HP

Email: jessica.dosa@barclays.com

Attn: Jessica Dosa