



Registration of a Charge

Company Name: **PHHD PROPERTY LIMITED**

Company Number: **11872318**



XAZY1WRV

Received for filing in Electronic Format on the: **17/03/2022**

Details of Charge

Date of creation: **16/03/2022**

Charge code: **1187 2318 0005**

Persons entitled: **STANDARD BANK JERSEY LIMITED**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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 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: **IRWIN MITCHELL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11872318

Charge code: 1187 2318 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th March 2022 and created by PHHD PROPERTY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th March 2022 .

Given at Companies House, Cardiff on 21st March 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

Execution

DATED

16 March 2022

(1) PHHD PROPERTY LIMITED

AND

(2) STANDARD BANK JERSEY LIMITED

DEBENTURE

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

Irwin Mitchell

.....
IRWIN MITCHELL LLP
17/03/2022

 irwinmitchell

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THIS DEED is made on

16 March 2022

BETWEEN:

- (1) **PHHD PROPERTY LIMITED** a company incorporated in England and Wales (registered number 11872318) and whose registered office is at First Floor, 11 Argyll Street, London, United Kingdom, W1F 7TH ("**Chargor**"); and
- (2) **STANDARD BANK JERSEY LIMITED** ("**Bank**").

IT IS AGREED as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Account Bank" means the Bank or such other bank (or banks) as may be approved in writing by the Bank;

"Act" means the Law of Property Act 1925;

"Agreement for Lease" means an agreement to grant an Occupational Lease for all or part of the Mortgaged Property;

"Assignment of Rents" means an assignment of rents in respect of the Mortgaged Property granted by the Chargor in favour of the Bank on or around the date of this Deed;

"Assigned Assets" means the Security Assets expressed to be assigned pursuant to clause 2 (*Creation of Security*);

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Bank or a Receiver;

"Environment" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water);

"Environmental Claim" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law;

"Environmental Law" means any applicable law or regulation which relates to:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or

- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste;

"Environmental Permits" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of the Chargor conducted on or from the properties owned or used by the Chargor;

"Facility Letter" means the facility letter dated on or around the date of this Deed between the Chargor and the Bank;

"Financial Indebtedness" means:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract;
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) of a type not referred to in any other paragraph of this definition having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above;

"General Account" means the account designated as such in Schedule 2 (*Accounts*) and includes any replacement of that Account;

"Insurances" means any contract of insurance required under clause 9.1 (*Maintenance of insurance*);

"Intellectual Property" means all legal and/or equitable interests of the Chargor in or relating to:

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered; and

- (b) the benefit of all applications and rights to use such assets of the Chargor (which may now or in the future subsist);

"Interest Cover Account" means the account designated as such in Schedule 2 (*Accounts*) and includes any replacement of that Account;

"Investments" means all shares, stocks, debentures, bonds or other securities or investments owned by the Chargor or held by any nominee or trustee on its behalf;

"Lease Document" means an Agreement for Lease, an Occupational Lease or any other document designated as such by the Bank and the Chargor;

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Act 1980 or the Foreign Limitation Periods Act 1984, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) the limitation of the enforcement of the terms of leases of real property by laws of general application to those leases; and
- (d) similar principles, rights and remedies under the laws of any Relevant Jurisdiction;

"Managing Agent" means Orbit Property Management Birmingham Limited or any other managing agent appointed by the Chargor in respect of the Mortgaged Property in accordance with clause 8.4.3;

"Mortgaged Property" means all freehold or leasehold property included in the definition of Security Asset;

"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent to which the Mortgaged 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;

"Perfection Requirements" means the making or the procuring of filings, stampings, registrations, notarisations, endorsements, translations and/or notifications of this Deed (and/or any Security created under it) necessary for the validity, enforceability (as against the Chargor or any relevant third party) and/or perfection of this Deed;

"Property Report" means, in respect of the Mortgaged Property, any certificate of or report on title supplied to the Bank in connection with the Security over the Mortgaged Property created by this Deed;

"Receiver" means a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed;

"Relevant Contract" means:

- (a) the management agreement dated 12 May 2021 between (1) the Chargor and (2) Orbit Property Management Birmingham Limited; and

(b) any other appointment of a Managing Agent.

"Relevant Jurisdiction" means, in relation to the Chargor:

- (a) England and Wales;
- (b) any jurisdiction where any asset subject to or intended to be subject to this Security is situated; and
- (c) any jurisdiction where it conducts its business;

"Rental Income" means all amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of the Mortgaged Property;

"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 the Chargor to the Bank;

"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;

"Security Asset" means any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed;

"Security Period" means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full;

"Standard Security" means a first standard security by the Chargor in favour of the Bank over (1) all and whole the subjects known as and forming 31, 37, 39 and 41 Townhead Street, Hamilton ML3 7BQ being the subjects registered in the Land Register of Scotland under Title Numbers LAN150994, LAN8097, LAN25821 and LAN8642; and (2) all and whole the subjects known as the land at Townhead Street, Hamilton and shown delineated in red on the plan annexed and executed as relative to the Standard Security being part and portion of the subjects registered in the Land Register of Scotland under Title Number LAN73296, which subjects are currently undergoing registration in the Land Register of Scotland under Title Number LAN247227;

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act 2006;

"Valuation" means a valuation of a Mortgaged Property or, as the context requires, the Mortgaged Properties by the Valuer, supplied at the request of the Bank, addressed to the Bank and prepared on the basis of the market value as that term is defined in the then current Statements of Asset Valuation Practice and Guidance Notes issued by the Royal Institution of Chartered Surveyors; and

"Valuer" means Allsop LLP or any other surveyor or valuer appointed by the Bank.

1.2 Construction

1.2.1 Unless a contrary indication appears, a reference in this Deed to:

- 1.2.1.1 terms defined in the Facility Letter have the same meaning in this Deed, unless expressly defined in this Deed;

- 1.2.1.2 the **"Bank"**, the **"Chargor"**, any **"Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under this Deed;
- 1.2.1.3 this Deed or any other agreement or instrument is a reference to this Deed or that other agreement or instrument as amended, novated, supplemented, extended or restated;
- 1.2.1.4 **"assets"** includes present and future properties, revenues and rights of every description;
- 1.2.1.5 **"disposal"** includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and **"dispose"** will be construed accordingly;
- 1.2.1.6 any **rights** in respect of an asset includes:
 - 1.2.1.6.1 all amounts and proceeds paid or payable;
 - 1.2.1.6.2 all rights to make any demand or claim; and
 - 1.2.1.6.3 all powers, remedies, causes of action, security, guarantees and indemnities,in each case in respect of or derived from that asset;
- 1.2.1.7 **"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;
- 1.2.1.8 **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- 1.2.1.9 a **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
- 1.2.1.10 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;
- 1.2.1.11 a provision of law is a reference to that provision as amended or re-enacted from time to time a provision of law is a reference to that provision as amended or re-enacted from time to time;
- 1.2.1.12 a time of day is a reference to London time;

1.2.1.13 any **share, stock, debenture, bond or other security or investment** includes:

1.2.1.13.1 any dividend, interest or other distribution paid or payable;

1.2.1.13.2 any right, money or property accruing or offered at any time by way of redemption, substitution, exchange, bonus or preference, under option rights or otherwise,

in each case in respect of that share, stock, debenture, bond or other security or investment; and

1.2.1.14 the term **"this Security"** means any Security created by this Deed.

1.2.2 Any covenant of the Chargor under this Deed (other than a payment obligation which has been discharged) remains in force during the Security Period.

1.2.3 The terms of any other agreement or instrument between any Parties are incorporated in this Deed to the extent required to ensure that any purported disposition, or any agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.2.4 If the Bank (acting reasonably) considers that an amount paid to the Bank in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

1.2.5 Clause and Schedule headings are for ease of reference only.

1.2.6 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.2.7 It is intended that this document takes effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

1.3 **Third party rights**

1.3.1 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 ("**Third Parties Act**") to enforce or to enjoy the benefit of any term of this Deed.

1.3.2 Notwithstanding any term of this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

1.3.3 Any Receiver may enforce and enjoy the benefit of any clause which expressly confers rights on it, subject to clause 1.3.2 above and the provisions of the Third Parties Act.

1.4 **Inconsistency between this Deed and the Facility Letter**

If there is any conflict or inconsistency between any provision of this Deed and any provision of the Facility Letter, the provision of the Facility Letter shall prevail.

2 COVENANT TO PAY

2.1 Covenant to pay

The Chargor, as primary obligor and not merely as surety, covenants with the Bank that it will on the Bank's written demand pay and discharge the Secured Liabilities when the same shall be or become due.

2.2 Default interest

The Chargor shall pay to the Bank interest on any amount not paid in accordance with this Deed from the due date to the date of payment or discharge (as well as after and before judgement and notwithstanding the liquidation or administration of the Chargor or any arrangement or composition with any creditors by the Chargor) at the rate of ten per cent (10%) per annum or at such other rates as may be agreed between the Chargor and the Bank from time to time.

3 CREATION OF SECURITY

3.1 General

3.1.1 All the security created under this Deed:

3.1.1.1 is created in favour of the Bank;

3.1.1.2 is created over present and future assets of the Chargor described in this clause 3 except in the case of assets which are the subject of a legal mortgage under this Deed and over any right or interest which the Chargor may otherwise have in such assets;

3.1.1.3 is security for the payment of all the Secured Liabilities; and

3.1.1.4 is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and, in relation to heritable or leasehold property situated in Scotland, is granted with absolute warrandice.

3.1.2

3.1.2.1 If the rights of the Chargor under an agreement that contains a prohibition on security being created ("**Non-Charged Document**") cannot be made the subject of this Security on the date of this Deed without the consent of any third party:

3.1.2.1.1 the Chargor must, promptly upon becoming aware of such lack of consent, notify the Bank promptly;

3.1.2.1.2 this Security will constitute security over all proceeds and other amounts which the Chargor may receive, or has received, under the relevant Non-Charged Document but will exclude the Chargor's other rights under that Non-Charged Document; and

3.1.2.1.3 unless the Bank otherwise requires, the Chargor must use its reasonable endeavours to obtain the required consent or satisfy the relevant condition.

3.1.2.2 If the Chargor obtains the required consent:

3.1.2.2.1 the Chargor must notify the Bank promptly;

3.1.2.2.2 all of the Chargor's rights under that Non-Charged Document will immediately be subject to this Security in accordance with clause 3.8 (*Other contracts*); and

3.1.2.2.3 clause 4.4 (*Notices to counterparties to Relevant Contracts*) and clause 6.6 (*Relevant Contracts*) will apply to that Non-Charged Document.

3.2 Land

3.2.1 The Chargor charges:

3.2.1.1 by way of a first legal mortgage all estates or interests in any freehold or leasehold property now owned by it; this includes the real property (if any) specified in Schedule 1 (*Real Property*); and

3.2.1.2 (to the extent that they are not either the subject of a legal mortgage under clause 3.2.1.1 above or heritable or leasehold property in Scotland) by way of a first fixed charge all estates or interests in any freehold or leasehold property now or subsequently owned by it.

3.2.2 The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption (to the extent that they are not the subject of a legal mortgage under clause 3.2.1.1 above or a fixed charge under clause 3.2.1.2 above) all of its rights under or in respect of:

3.2.2.1 all licences to enter upon or use any real property;

3.2.2.2 all licences, contracts, easements, options, guarantees, security, warranties, covenants for title, and other rights or documents relating to the use, disposal or acquisition of the Mortgaged Property; and

3.2.2.3 the proceeds of sale of any Mortgaged Property.

3.2.3 To the extent that they have not been effectively assigned under clause 3.2.2 above, the Chargor charges by way of first fixed charge all of the assets referred to in clause 3.2.2.

3.2.4 A reference in this clause 3.2 to a mortgage or charge of any freehold or leasehold property includes:

3.2.4.1 all buildings, fixtures, fittings and fixed plant and machinery on that property; and

3.2.4.2 the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants.

3.3 Plant and machinery

To the extent that they are not the subject of a mortgage or a first fixed charge under clause 3.2 (*Land*), the Chargor charges by way of a first fixed charge all plant and

machinery owned by the Chargor, its interest in any plant and machinery in its possession and the benefit of all related Authorisations, agreements and warranties.

3.4 Investments

The Chargor charges by way of a first fixed charge its interest in all its Investments.

3.5 Credit balances

3.5.1 The Chargor charges by way of a first fixed charge all of its rights in respect of the General Account and any amount standing to the credit of the General Account, together with all interest from time to time accrued or accruing on such amount and the debt represented by the General Account.

3.5.2 The Chargor charges by way of a first fixed charge all of its rights in respect of the Interest Cover Account and any amount standing to the credit of the Interest Cover Account, together with all interest from time to time accrued or accruing on such amount and the debt represented by the Interest Cover Account.

3.5.3 The Chargor charges by way of a first fixed charge all of its rights in respect of any account it has with any person other than the accounts referred to in clauses 3.5.1 and 3.5.2 above and any amount standing to the credit of any such account, together with all interest from time to time accrued or accruing on such amount and the debt represented by any such account.

3.6 Book debts etc.

The Chargor charges by way of a first fixed charge:

3.6.1 all of its book and other debts;

3.6.2 all other moneys due and owing to it; and

3.6.3 the benefit of all rights in relation to any item under clauses 3.6.1 to 3.6.2 above.

3.7 Insurances

3.7.1 The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights under any contract or policy of insurance taken out by it or on its behalf or in which it has an interest (together, the "Insurance Rights").

3.7.2 To the extent that they have not been effectively assigned under clause 3.7.1 above, the Chargor charges by way of a first fixed charge all of its Insurance Rights.

3.8 Other contracts

3.8.1 The Chargor:

3.8.1.1 assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights:

3.8.1.1.1 under each Lease Document;

3.8.1.1.2 in respect of all Rental Income;

3.8.1.1.3 under any guarantee of Rental Income contained in or relating to any Lease Document;

3.8.1.1.4 under each Relevant Contract; and

3.8.1.1.5 under any document, agreement or instrument to which it and any nominee or trustee is party in respect of an Investment; and

3.8.1.2 charges by way of a first fixed charge all of its rights under:

3.8.1.2.1 all building contracts, appointments of professionals and collateral warranties and all other agreements relating to the Mortgaged Property; and

3.8.1.2.2 any other document, agreement or instrument to which it is a party except to the extent that it is subject to any fixed security created under any other term of this clause 2.

3.8.2 To the extent that they have not been effectively assigned under clause 3.8.1.1 above, the Chargor charges by way of a first fixed charge all of its rights listed under clause 3.8.1.1 above.

3.9 Intellectual Property

The Chargor charges by way of first fixed charge all of its Intellectual Property.

3.10 Miscellaneous

The Chargor charges by way of first fixed charge:

3.10.1 its goodwill;

3.10.2 the benefit of any Authorisation (statutory or otherwise) held in connection with its use of any Security Asset;

3.10.3 the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in clause 3.10.2 above;

3.10.4 its uncalled capital; and

3.10.5 the benefit of all rights in relation to any item under clauses 3.10.1 to 3.10.4 above.

3.11 Floating charge

3.11.1 The Chargor charges by way of a first floating charge:

3.11.1.1 all its assets not otherwise effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this clause 3; and

3.11.1.2 all its heritable and other property, assets and rights which are situated in Scotland, or which are otherwise governed by Scots law, whether or not such heritable and other property, assets and rights are effectively mortgaged, charged or assigned by way of fixed mortgage, fixed charge or assignment under this clause 3.

3.11.2 Except as provided below, the Bank may (to the extent permitted under applicable law) by notice to the Chargor convert the floating charge created by this clause 3.11 into a fixed charge as regards any of the Chargor's assets specified in that notice if:

3.11.2.1 this Security has become enforceable in accordance with clause 10.1 (*Timing of enforcement*); or

3.11.2.2 the Bank considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.

3.11.3 The giving of notice by the Bank pursuant to clause 3.11.2 in relation to any asset or class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Bank to serve any similar notice in respect of any other asset or class of assets or any other right of the Bank.

3.11.4 The floating charge created by this clause 3.11 may not be converted into a fixed charge solely by reason of:

3.11.4.1 the obtaining of a moratorium; or

3.11.4.2 anything done with a view to obtaining a moratorium,

under section A1 of the Insolvency Act 1986.

3.11.5 Subject to clause 3.11.4, the floating charge created by this clause 3.11 will (in addition to the circumstances when this may occur under the general law and to the extent permitted by applicable law) automatically convert into a fixed charge:

3.11.5.1 in relation to any Security Asset which is subject to the floating charge, if the Chargor creates or attempts or purports to create any Security on or over that Security Asset except as expressly allowed under this Deed;

3.11.5.2 in relation to any Security Asset which is subject to a floating charge, if an administrator is appointed or the Bank receives notice of an intention to appoint an administrator.

3.11.6 The floating charge created by this clause 3.11 is a **qualifying floating charge** for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.

3.12 **Assigned Assets**

The Bank is not obliged to:

3.12.1 perform any obligation of the Chargor;

3.12.2 make any payment;

3.12.3 make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or

3.12.4 present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any Assigned Asset.

3.13 Exceptions to fixed security

The fixed charges created by Clause 3.2 (*Land*) to 3.10 (*Miscellaneous*) (inclusive) shall not apply to property, assets and rights which are situated in Scotland or which are otherwise governed by Scots law.

4 NOTICES OF SECURITY

4.1 Notices to tenants

The Chargor must:

4.1.1 serve a notice of assignment, substantially in the form of Part 1 of Schedule 3 (*Forms of Letter for Occupational Tenants*), on each tenant of the Mortgaged Property, such notice to be served:

4.1.1.1 on the date of this Deed for all tenants in place on that date; and

4.1.1.2 for any new tenant, promptly upon such tenant entering into a Lease Document; and

4.1.2 use reasonable endeavours to ensure that each such tenant promptly acknowledges that notice, substantially in the form of Part 2 of Schedule 3 (*Forms of Letter for Occupational Tenants*).

4.2 Notice to Account Bank

The Chargor must:

4.2.1 immediately serve a notice of charge, substantially in the form of Part 1 of Schedule 4 (*Forms of Letter for Account Bank*), on each Account Bank (other than the Bank); and

4.2.2 use reasonable endeavours to ensure that each Account Bank acknowledges the notice, substantially in the form of Part 2 of Schedule 4 (*Forms of Letter for Account Bank*).

4.3 Notices to insurers

The Chargor must:

4.3.1 immediately serve a notice of assignment, substantially in the form of Part 1 of Schedule 5 (*Forms of Letter for Insurers*), on each counterparty to an Insurance; and

4.3.2 use reasonable endeavours to ensure that such counterparty acknowledges that notice, substantially in the form of Part 2 of Schedule 5 (*Forms of Letter for Insurers*).

4.4 Notices to counterparties to Relevant Contracts

The Chargor must, at the request of the Bank:

4.4.1 immediately serve a notice of assignment or charge (as applicable), substantially in the form of Part 1 of Schedule 6 (*Forms of Letter for Relevant Contracts*), on each counterparty to a Relevant Contract; and

- 4.4.2 use reasonable endeavours to ensure that each such party acknowledges that notice, substantially in the form of Part 2 of Schedule 6 (*Forms of Letter for Relevant Contracts*).

5 REPRESENTATIONS

The Chargor makes the representations and warranties set out in this clause 5 and clause 7 of the Facility letter to the Bank on the date of this Deed.

5.1 Title to Security Assets

- 5.1.1 It is the sole legal and beneficial owner of the Security Assets and has a good and marketable title to the Security Assets.
- 5.1.2 No Security subsists over any of the Security Assets except for any Security created by:
- 5.1.2.1 this Deed;
- 5.1.2.2 the Standard Security; or
- 5.1.2.3 an Assignment of Rents.
- 5.1.3 No third-party consents are required to ensure the effective creation of this Security.

5.2 Title to Property

- 5.2.1 From the date of this Deed, except as disclosed in the relevant Property Report:
- 5.2.1.1 no breach of any law, regulation or covenant is outstanding which adversely affects or might reasonably be expected to adversely affect the value, saleability or use of the Mortgaged Property;
- 5.2.1.2 there is no covenant, agreement, stipulation, reservation, condition, interest, right, easement or other matter whatsoever adversely affecting the Mortgaged Property;
- 5.2.1.3 nothing has arisen or has been created or is outstanding which would be an overriding interest, or an unregistered interest which overrides first registration or a registered disposition, over the Mortgaged Property;
- 5.2.1.4 all facilities necessary for the enjoyment and use of the Mortgaged Property (including those necessary for the carrying on of its business at the Mortgaged Property) are enjoyed by the Mortgaged Property;
- 5.2.1.5 none of the facilities referred to in clause 5.2.1.4 above are enjoyed on terms:
- 5.2.1.5.1 entitling any person to terminate or curtail its use of the Mortgaged Property; or
- 5.2.1.5.2 which conflict with or restrict its use of the Mortgaged Property;

5.2.1.6 it has not received any notice of any adverse claim by any person in respect of the ownership of the Mortgaged Property or any interest in it which might reasonably be expected to be determined in favour of that person, nor has any acknowledgement been given to any such person in respect of the Mortgaged Property; and

5.2.1.7 the Mortgaged Property is held by it free from any lease or licence (other than those entered into in accordance with this Deed).

5.2.2 All deeds and documents necessary to show good and marketable title to its interests in the Mortgaged Property are:

5.2.2.1 In the possession of the Bank; or

5.2.2.2 held to the order of the Bank by a firm of solicitors approved by the Bank for that purpose.

5.3 Validity and admissibility in evidence

5.3.1 All Authorisations required or desirable:

5.3.1.1 to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed; and

5.3.1.2 to make this Deed admissible in evidence in its Relevant Jurisdictions,

have been obtained or effected and are in full force and effect.

5.3.2 All Authorisations necessary for the conduct of the business, trade and ordinary activities of the Chargor have been obtained or effected and are in full force and effect if failure to obtain or effect those Authorisations has or is reasonably likely to have a material adverse effect.

5.4 Governing law and enforcement

Subject to the Legal Reservations, the choice of the governing law of this Deed will be recognised and enforced in its Relevant Jurisdictions.

5.5 No filing or stamp Taxes

5.5.1 Under the laws of its Relevant Jurisdiction it is not necessary that this Deed be registered, filed, recorded, notarised or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to this Deed or the transactions contemplated by this Deed except registration of particulars of this Deed at Companies House under the Companies Act 2006 and payment of associated fees, which registration and fee will be made and paid promptly after the date of this Deed.

5.5.2 Any disclosure required to be made by it to any relevant taxing authority in relation to stamp duty land tax payable on any transactions contemplated by this Deed has been made.

5.6 Valuation

- 5.6.1 All information supplied by it or on its behalf to the Valuer for the purposes of each Valuation was true and accurate as at its date or (if appropriate) as at the date (if any) at which it is stated to be given.
- 5.6.2 Any financial projections contained in the information referred to in clause 5.6.1 above have been prepared as at their date, on the basis of recent historical information and on the basis of reasonable assumptions.
- 5.6.3 It has not omitted to supply any information to the Valuer which, if disclosed, would adversely affect the Valuation.
- 5.6.4 As at the date of this Deed, nothing has occurred since the date the information referred to in clause 5.6.1 was supplied which, if it had occurred prior to the relevant Valuation, would have adversely affected that Valuation.

5.7 Information for Property Reports

- 5.7.1 The information supplied by it or on its behalf to the lawyers who prepared any Property Report for the purpose of that Property Report was true and accurate as at the date of the Property Report or (if appropriate) as at the date (if any) at which it is stated to be given.
- 5.7.2 The information referred to in clause 5.7.1 above was at the date it was expressed to be given complete and did not omit any information which, if disclosed would make that information untrue or misleading in any material respect.
- 5.7.3 Nothing has occurred since the date of any information referred to in clause 5.7.1 above which, if disclosed, would make that information untrue or misleading in any material respect.

5.8 Repetition

The representations set out in this clause 5 are deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of this Deed, on each Drawdown Date and on each Interest Charge payment date (as detailed in clause 4.2 of Schedule 2 of the Facility Letter).

6 GENERAL UNDERTAKINGS

6.1 Security

In this clause 6.1, "**Quasi-Security**" means an arrangement or transaction described in clause 6.1.2.

- 6.1.1 The Chargor shall not, without the Bank's prior written approval, create or permit to subsist any Security over any of its Security Assets.

- 6.1.2 The Chargor shall not:

- 6.1.2.1 sell transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Chargor;

- 6.1.2.2 sell, transfer or otherwise dispose of any of its receivables on recourse terms;

6.1.2.3 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

6.1.2.4 enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

6.1.3 Clauses 6.1.1 and 6.1.2 do not apply to any Security or (as the case may be) Quasi-Security listed below:

6.1.3.1 the Assignment of Rents;

6.1.3.2 the Standard Security;

6.1.3.3 this Deed; or

6.1.3.4 any lien arising by operation of law in the ordinary course of trading.

6.2 Disposals

Except as expressly allowed under this Deed or the Facility Letter, the 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 Security Asset.

6.3 Security Assets generally

The Chargor shall:

6.3.1 notify the Bank within 10 Business Days of receipt of any material notice, order, application, requirement or proposal given or made in relation to any Security Asset by any competent authority and, if required by the Bank, provide it with a copy and either comply with such notice, order, application, requirement or proposal or make such objections to the same as the Bank may reasonably require or approve;

6.3.2 pay all rates, rents and other outgoings owed by it in respect of the Security Assets (except where these are being disputed in good faith);

6.3.3 comply with all obligations in relation to the Security Assets under any present or future regulations or requirements of any competent authority or any Authorisation and all covenants and obligations affecting any Security Agreement;

6.3.4 not enter into any onerous or restrictive obligation affecting any Security Asset;

6.3.5 provide the Bank with all factual information which it may reasonably request in relation to the Security Assets; and

6.3.6 not do, cause or permit to be done anything which would be reasonably likely to materially depreciate, jeopardise or otherwise prejudice the value or marketability of any Security Asset (or make any omission which has such an effect).

6.4 Bank accounts

6.4.1 The Chargor must:

- 6.4.1.1 maintain each of its bank accounts with the Bank, Barclays Bank UK Plc or a bank approved by the Bank;
- 6.4.1.2 deliver details of each of its bank accounts (and any changes to them) to the Bank promptly upon request; and
- 6.4.1.3 pay into the Interest Cover Account an amount equal to the Initial Interest Cover Deposit (as defined in the Facility Letter) on the date of this Deed.

6.4.2 The Chargor shall not withdraw or attempt or be entitled to withdraw, or direct any transfer of, all or any part of the moneys in the Interest Cover Account without the prior written consent of the Bank.

6.5 Book debts and receipts

6.5.1 The Chargor must get in and realise its:

- 6.5.1.1 Rental Income and other amounts due from tenants or any other occupiers of the Mortgaged Property; and
- 6.5.1.2 book and other debts and other moneys due and owing to it,

in the ordinary course of its business and, at any time prior to this Security becoming enforceable, the proceeds of the getting in and realisation may be paid into the General Account. At any time after this Security has become enforceable, the proceeds of the getting in and realisation must be paid into the Interest Cover Account.

6.5.2 Without prejudice to clause 6.1 (*Security*) or clause 6.2 (*Disposals*), the Chargor shall not sell, assign, charge, factor or discount its book and other debts.

6.6 Relevant Contracts

The Chargor must comply with all other conditions and obligations assumed by it in respect of any Relevant Contract.

6.7 Intellectual Property

The Chargor must:

- 6.7.1 take all necessary action to safeguard and maintain all its present and future rights in, or relating to, all Intellectual Property which is material to its business and the other Security Assets and which is required by it in order to carry on its business ("**Material Intellectual Property**") as it is being conducted, including by observing all covenants and stipulations relating to those rights and by paying all renewal fees, licence fees and other outgoings;
- 6.7.2 use all reasonable endeavours to register applications for the registration of Material Intellectual Property; and
- 6.7.3 not permit any Material Intellectual Property to be abandoned, cancelled or lapse.

7 INVESTMENTS

7.1 Deposit

The Chargor must immediately on execution of this Deed or, if later, as soon as reasonably practicable following its acquisition of any Investments:

- 7.1.1 deposit with the Bank, or as the Bank may direct, all certificates and other documents of title or evidence of ownership in relation to its Investments; and
- 7.1.2 execute and deliver to the Bank all share transfers and other documents which may be requested by the Bank in order to enable the Bank or its nominees to be registered as the owner of or otherwise obtain a legal title to its Investments.

7.2 Calls

- 7.2.1 The Chargor must pay all calls or other payments due and payable in respect of any of its Investments.
- 7.2.2 If the Chargor fails to do so, the Bank may pay the calls or other payments in respect of any of its Investments on behalf of the Chargor. The Chargor must immediately on request reimburse the Bank for any payment made by the Bank under this clause 7.2.

7.3 Other obligations in respect of Investments

- 7.3.1 The Chargor must promptly send a copy to the Bank of, and comply with all requests for, information which is within its knowledge and which are made under any law or regulation or any similar provision contained in any articles of association or other constitutional document, or by any listing or other authority, relating to any of its Investments. If it fails to do so, the Bank may elect to provide such information as it may have on behalf of the Chargor.
- 7.3.2 The Chargor must comply with all other conditions and obligations assumed by it in respect of any of its Investments.
- 7.3.3 The Bank is not obliged to:
 - 7.3.3.1 perform any obligation of the Chargor;
 - 7.3.3.2 make any payment;
 - 7.3.3.3 make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or
 - 7.3.3.4 present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed,

in respect of any of its Investments.

7.4 Voting rights

- 7.4.1 Before this Security becomes enforceable:
 - 7.4.1.1 the voting rights, powers and other rights in respect of its Investments will be exercised:

7.4.1.1.1 by the Chargor; or

7.4.1.1.2 if exercisable by the Bank, in any manner which the Chargor may direct the Bank in writing; and

7.4.1.2 all dividends, distributions or other income paid or payable in relation to any of its Investments must be paid directly to the Chargor.

7.4.2 The Chargor must indemnify the Bank against any loss or liability incurred by the Bank as a consequence of the Bank acting in respect of any of its Investments as permitted by this Deed on the direction of the Chargor.

7.4.3 After this Security has become enforceable, the Bank may exercise (in the name of the Chargor and without any further consent or authority on the part of the Chargor) any voting rights and any powers or rights which may be exercised by the legal or beneficial owner of any Investment, any person who is the holder of any Investment or otherwise.

8 PROPERTY UNDERTAKINGS

8.1 Acquisitions

If the Chargor acquires, or enters into any contract to acquire, any freehold or leasehold property in England and Wales after the date of this Deed it must:

8.1.1 notify the Bank immediately;

8.1.2 immediately on request by the Bank and at the cost of the Chargor, execute and deliver to the Bank a legal mortgage over that property in favour of the Bank in any form which the Bank may require acting reasonably; and

8.1.3

8.1.3.1 if the title to that freehold or leasehold property is registered at the Land Registry or required to be so registered, give the Land Registry written notice of this Security; and

8.1.3.2 if applicable, ensure that this Security is correctly noted against that title in the title register at the Land Registry.

8.2 Deposit of title deeds

The Chargor must immediately:

8.2.1 deposit with the Bank all deeds and documents necessary to show good and marketable title to the Mortgaged Property (including any property referred to in clause 8.1 (*Acquisitions*)) ("**Title Documents**");

8.2.2 procure that the Title Documents are held at the applicable Land Registry to the order of the Bank; or

8.2.3 procure that the Title Documents are held to the order of the Bank by a firm of solicitors approved by the Bank for that purpose.

8.3 Title

- 8.3.1 The Chargor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Mortgaged Property.
- 8.3.2 The Chargor may not agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting the Mortgaged Property without the prior written approval of the Bank.

8.4 Occupational Leases

- 8.4.1 The Chargor may not without the consent of the Bank:

- 8.4.1.1 enter into any Agreement for Lease;
- 8.4.1.2 other than under an Agreement for Lease, grant or agree to grant any new Occupational Lease;
- 8.4.1.3 agree to any amendment, supplement, extension, waiver, surrender or release in respect of any Lease Document;
- 8.4.1.4 exercise any right to break, determine or extend any Lease Document;
- 8.4.1.5 commence any forfeiture or irritancy proceedings in respect of any Lease Document;
- 8.4.1.6 grant any licence or right to use or occupy any part of a Mortgaged Property;
- 8.4.1.7 consent to any sublease or assignment of any tenant's interest under any Lease Document;
- 8.4.1.8 agree to any change of use under, or (except where required to do so under the terms of the relevant Lease Document) rent review in respect of, any Lease Document; or
- 8.4.1.9 serve any notice on any former tenant under any Lease Document (or on any guarantor of that former tenant) which would entitle it to a new lease or tenancy.

- 8.4.2 The Chargor must:

- 8.4.2.1 diligently collect or procure to be collected all Rental Income in accordance with clause 6.5 (*Book debts and receipts*);
- 8.4.2.2 exercise its rights and comply with its obligations under each Lease Document; and
- 8.4.2.3 use its reasonable endeavours to ensure that each tenant complies with its obligations under each Lease Document,

in a proper and timely manner.

- 8.4.3 The Chargor may not appoint a managing agent of the Mortgaged Property without the prior consent of, and on terms approved by, the Bank.

8.4.4 The Chargor must supply to the Bank a copy of each Lease Document, a copy of each amendment, supplement or extension to a Lease Document and a copy of each document recording any rent review in respect of a Lease Document promptly upon entering into the same.

8.4.5 The Chargor may not grant or agree to grant any Lease Document without including in the alienation covenant a provision for the proposed assignor on any assignment to guarantee the obligations of the proposed assignee until that assignee is released as tenant under the terms of the Landlord and Tenant (Covenants) Act 1995.

8.5 Maintenance

8.5.1 The Chargor must ensure that all buildings, plant, machinery, fixtures and fittings on the Mortgaged Property are in, and maintained in:

8.5.1.1 good and substantial repair and condition and, as appropriate, in good working order; and

8.5.1.2 such repair, condition and, as appropriate, good working order as to enable them to be let in accordance with all applicable laws and regulations.

8.5.2 The Chargor must carry out any energy efficiency improvements necessary, or take any other steps necessary, to ensure that at all times each part of the Mortgaged Property which is designed to be let can be let or can continue to be let without breaching any applicable laws or regulations in respect of minimum levels of energy efficiency for properties.

8.6 Development

8.6.1 The Chargor may not:

8.6.1.1 make or allow to be made any application for planning permission in respect of any part of the Mortgaged Property; or

8.6.1.2 carry out, or allow to be carried out, any demolition, construction, structural alterations or additions, development or other similar operations in respect of any part of the Mortgaged Property.

8.6.2 Clause 8.6.1 shall not apply to:

8.6.2.1 the maintenance of the buildings, plant, machinery, fixtures and fittings in accordance with this Deed and any Lease Document;

8.6.2.2 any alterations or improvements which a tenant is entitled to undertake in accordance with the terms of the relevant Lease Document and in respect of which the Chargor in its capacity as landlord is required to give its consent pursuant to the terms of that Lease Document; or

8.6.2.3 the carrying out of non-structural improvements or alterations which affect only the interior of any building on the Mortgaged Property.

8.6.3 The Chargor must comply in all respects with all planning laws, permissions, agreements and conditions to which the Mortgaged Property may be subject.

8.7 Investigation of title

The Chargor must grant the Bank or its lawyers on request all facilities within its power to enable the Bank or its lawyers to:

- 8.7.1 carry out investigations of title to the Mortgaged Property; and
- 8.7.2 make such enquiries in relation to any part of the Mortgaged Property as a prudent mortgagee might carry out.

8.8 Power to remedy

8.8.1 If the Chargor fails to perform any obligations under this Deed affecting the Mortgaged Property, the Chargor must allow the Bank or its agents and contractors:

- 8.8.1.1 to enter any part of the Mortgaged Property;
- 8.8.1.2 to comply with or object to any notice served on the Chargor in respect of the Mortgaged Property; and
- 8.8.1.3 to take any action that the Bank may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice.

8.8.2 The Chargor must promptly on request by the Bank pay the costs and expenses of the Bank or its agents and contractors incurred in connection with any action taken by it under this clause 8.8.

8.8.3 The Bank shall not be obliged to account as mortgagee in possession as a result of any action taken under this clause Bank shall not be obliged to account as mortgagee in possession as a result of any action taken under this clause 8.8.

8.9 Environmental matters

8.9.1 The Chargor must:

- 8.9.1.1 comply and ensure that any relevant third party complies with all Environmental Law;
- 8.9.1.2 obtain, maintain and ensure compliance with all requisite Environmental Permits applicable to it or to the Mortgaged Property; and
- 8.9.1.3 implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to it or the Mortgaged Property.

8.9.2 The Chargor must, promptly upon becoming aware, notify the Bank of:

- 8.9.2.1 any Environmental Claim started, or to its knowledge, threatened;
- 8.9.2.2 any circumstances reasonably likely to result in an Environmental Claim; or
- 8.9.2.3 any suspension, revocation or notification of any Environmental Permit.

- 8.9.3 The Chargor must indemnify the Bank against any loss or liability which:
- 8.9.3.1 the Bank incurs as a result of any actual or alleged breach of any Environmental Law by any person; and
- 8.9.3.2 would not have arisen if this Deed had not been entered into,
- unless it is caused by the Bank's gross negligence or wilful misconduct.

9 INSURANCE UNDERTAKINGS

9.1 Maintenance of insurance

- 9.1.1 The Chargor must ensure that at all times Insurances are maintained in full force and effect, which:
- 9.1.1.1 insure Chargor in respect of its interests in the Mortgaged Property and the plant and machinery on the Mortgaged Property (including fixtures and improvements) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs);
- 9.1.1.2 provide cover against loss or damage by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, riot, civil commotion and malicious damage, bursting or overflowing of water tanks, apparatus or pipes and all other normally insurable risks of loss or damage for a property of the type of the Mortgaged Property;
- 9.1.1.3 provide cover for site clearance, shoring or propping up, professional fees and value added tax together with adequate allowance for inflation;
- 9.1.1.4 provide cover against acts of terrorism, including any third party liability arising from such acts;
- 9.1.1.5 provide cover for loss of rent (in respect of a period of not less than three years or, if longer, the minimum period required under the Lease Documents) including provision for any increases in rent during the period of insurance;
- 9.1.1.6 include property owners' public liability and third party liability insurance;
- 9.1.1.7 insure such other risks as a prudent company or other person in the same business as the Chargor would insure; and
- 9.1.1.8 in each case are in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Bank.
- 9.1.2 The Chargor must procure that the Bank is named as composite insured in respect of its own separate insurable interest under each of the Insurances (other than public liability and third party liability insurances) but without:
- 9.1.2.1 any liability on the part of the Bank for any premium in relation to those Insurances (unless the Bank has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any of those Insurances); or

- 9.1.2.2 any obligation on the part of the Bank to make any disclosure to any insurer or any insurance broker in relation to those Insurances unless and until the Bank becomes a mortgagee in possession of the Mortgaged Property, in which circumstance an obligation shall apply on the part of the Bank to make disclosure to any insurer or any insurance broker in relation to the Insurance or Insurances in respect of the Mortgaged Property pursuant to the terms of that Insurance or those Insurances.
- 9.1.3 The Chargor must procure that the Insurances comply with the following requirements:
 - 9.1.3.1 each of the Insurances must contain:
 - 9.1.3.1.1 a non-invalidating and non-vitiating clause under which the Insurances will not be avoided or vitiated as against any insured party as a result of any circumstances beyond the control of that insured party or any misrepresentation, non-disclosure, or breach of any policy term or condition, on the part of any other insured party or any agent of any other insured party;
 - 9.1.3.1.2 a waiver of the rights of subrogation of the insurer as against the Chargor, the Bank and the tenants of the Mortgaged Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of the Mortgaged Property or any Insurance; and
 - 9.1.3.1.3 a loss payee clause under which the Bank is named as first loss payee in respect of any claim or series of connected claims in excess of £50,000 (other than in respect of any claim under any public liability and third party liability insurances);
 - 9.1.3.2 each insurer must give at least 30 days' notice to the Bank if it proposes to:
 - 9.1.3.2.1 repudiate, rescind or cancel any Insurance;
 - 9.1.3.2.2 treat any Insurance as avoided in whole or in part;
 - 9.1.3.2.3 treat any Insurance as expired due to non-payment of premium,

and, in respect of clause 9.1.3.2.3 above, must in the notice give the Bank the opportunity to rectify any such non-payment of premium within the notice period; and
 - 9.1.3.3 the Chargor must be free to assign or otherwise grant Security over all amounts payable to it under each of its Insurances and all its rights in connection with those amounts in favour of the Bank.
- 9.1.4 The Chargor must use all reasonable endeavours to ensure that the Bank receives copies of the Insurances, receipts for the payment of premiums for insurance and any information in connection with the Insurances and claims under them which the Bank may reasonably require.

9.1.5 The Chargor must promptly notify the Bank of:

- 9.1.5.1 the proposed terms of any future renewal of any of the Insurances;
- 9.1.5.2 any amendment, supplement, extension, termination, avoidance or cancellation of any of the Insurances made or, to its knowledge, threatened or pending;
- 9.1.5.3 any claim, and any actual or threatened refusal of any claim, under any of the Insurances by any insured party; and
- 9.1.5.4 any event or circumstance which has led or may lead to a breach by the Chargor of any term of this clause 9.

9.1.6 The Chargor must:

- 9.1.6.1 comply with the terms of the Insurances;
- 9.1.6.2 not do or permit anything to be done which may make void or voidable any of the Insurances; and
- 9.1.6.3 comply with all reasonable risk improvement requirements of its insurers.

9.1.7 The Chargor must ensure that:

- 9.1.7.1 each premium for the Insurances is paid within the period permitted for payment of that premium; and
- 9.1.7.2 all other things necessary are done so as to keep each of the Insurances in force.]

9.2 Power to remedy

If the Chargor fails to comply with any term of clause 9.1 (*Maintenance of insurance*), the Bank may, at the expense of the Chargor, effect any insurance and generally do such things and take such other action as the Bank may reasonably consider necessary or desirable to prevent or remedy any breach of clause 9.1 (*Maintenance of insurance*).

9.3 Application of insurance proceeds

- 9.3.1 Except as provided below, the proceeds of any Insurances must, if the Bank so requires, be applied in or towards discharge of the Secured Liabilities.
- 9.3.2 To the extent required by the basis of settlement under any Insurances or under any Lease Document, the Chargor must apply moneys received under any Insurances in respect of the Mortgaged Property towards replacing, restoring or reinstating the Mortgaged Property.
- 9.3.3 The proceeds of any loss of rent insurance will be treated as Rental Income and applied in such manner as the Bank (acting reasonably) requires to have effect as if it were Rental Income received over the period of the loss of rent.
- 9.3.4 Moneys received under liability policies held by the Chargor which are required by the Chargor to satisfy established liabilities of the Chargor to third parties must be used to satisfy these liabilities.

10 WHEN SECURITY BECOMES ENFORCEABLE

10.1 Timing of enforcement

This Security will become immediately enforceable if an Event of Default occurs and is continuing.

10.2 Discretion

After this Security has become enforceable, the Bank may enforce all or any part of this Security in any manner it sees fit.

10.3 Statutory powers

The power of sale and other powers conferred by section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

11 ENFORCEMENT OF SECURITY

11.1 General

11.1.1 For the purposes of all powers implied or conferred by statute and all other powers conferred on a mortgagee by law, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

11.1.2 Section 103 of the Act (restricting the power of sale) and section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

11.1.3 The statutory powers of leasing conferred on the Bank are extended so as to authorise the Bank to lease, make agreements for leases, accept surrenders of leases and grant options as the Bank may think fit and without the need to comply with any provision of section 99 or section 100 of the Act.

11.2 Powers of the Bank

If this Security has become enforceable or if the Chargor so requests to the Bank at any time, the Bank may without further notice (unless required by law):

11.2.1 appoint any one or more persons to be a Receiver of all or any part of the Security Assets;

11.2.2 appoint or apply for the appointment of any person who is appropriately qualified as administrator of the Chargor; and/or

11.2.3 exercise all of the powers conferred on mortgagees by the Act (as amended or extended by this Deed).

11.3 No liability as mortgagee in possession

Neither the Bank nor any Receiver will be liable:

11.3.1 by reason of entering into possession of a Security Asset or the exercise of any right in relation to any Security Asset, to account as mortgagee in possession;

11.3.2 for any loss on realisation of any Security Asset or arising from the manner in which the Bank or any Receiver enforces or refrains from enforcing this Security;

11.3.3 for any default or omission for which a mortgagee in possession might be liable; or

11.3.4 to take action to collect any money or enforce any rights comprised in the Security Assets whether or not it is in possession of the relevant Security Asset.

11.4 Privileges

The Bank and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers duly appointed under the Act, except that section 103 of the Act does not apply.

11.5 Protection of third parties

No person (including a purchaser) dealing with the Bank or a Receiver or its or his/her agents will be concerned to enquire:

11.5.1 whether the Secured Liabilities have become payable;

11.5.2 whether any power which the Bank or a Receiver is purporting to exercise has become exercisable or is being properly exercised;

11.5.3 whether any money remains due to the Bank from the Chargor in respect of the Secured Liabilities; or

11.5.4 how any money paid to the Bank or to that Receiver is to be applied.

11.6 Redemption of prior mortgages

11.6.1 At any time after this Security has become enforceable, the Bank may:

11.6.1.1 redeem any prior Security against any Security Asset; and/or

11.6.1.2 procure the transfer of that Security to itself; and/or

11.6.1.3 settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.

11.6.2 The Chargor must pay to the Bank, immediately on demand, the costs and expenses incurred by the Bank in connection with any such redemption and/or transfer, including the payment of any principal moneys or interest.

11.7 Contingencies

If this Security is enforced at a time when no amount is due to the Bank from the Chargor but at a time when amounts may or will become due, the Bank (or a Receiver) may pay the proceeds of any recoveries effected by it into a suspense account or other account selected by it.

11.8 Financial collateral

11.8.1 To the extent that the Security Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under this Deed constitute a "security financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003), the Bank will have the right after this Security has

become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Liabilities.

11.8.2 Where any financial collateral is appropriated:

- 11.8.2.1 if it is listed or traded on a recognised exchange, its value will be taken as being the value at which it could have been sold on the exchange on the date of appropriation; or
- 11.8.2.2 in any other case, its value will be such amount as the Bank reasonably determines having taken into account advice obtained by it from an independent commercial property adviser, investment bank or accountancy firm of national standing selected by it.

12 RECEIVER

12.1 Appointment of Receiver

12.1.1 Except as provided below, the Bank may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:

- 12.1.1.1 this Security has become enforceable; or
- 12.1.1.2 the Chargor so requests to the Bank at any time.

12.1.2 Any appointment under clause 12.1.1 above may be by deed, under seal or in writing under its hand.

12.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.

12.1.4 The Bank is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.

12.1.5 The Bank may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Bank is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

12.2 Removal

The Bank may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

12.3 Remuneration

The Bank may fix the remuneration of any Receiver appointed by it and the maximum rate specified in section 109(6) of the Act will not apply.

12.4 Agent of the Chargor

12.4.1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor alone is responsible

for any contracts, engagements, acts, omissions, defaults and losses of a Receiver and for any liabilities incurred by a Receiver.

12.4.2 The Bank will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

12.5 Relationship with the Bank

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Bank in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver and irrespective of whether the Bank has taken possession of any Security Asset.

13 POWERS OF RECEIVER

13.1 General

13.1.1 A Receiver has all of the rights, powers and discretions set out below in this clause 13 in addition to those conferred on it by any law. This includes:

13.1.1.1 in the case of an administrative receiver, all the rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986; and

13.1.1.2 otherwise, all the rights, powers and discretions conferred on a mortgagee in possession or a receiver (or a receiver and manager) under the Act and the Insolvency Act 1986.

13.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him/her states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

13.2 Possession

A Receiver may take immediate possession of, get in and realise any Security Asset.

13.3 Carry on business

A Receiver may carry on any business of the Chargor in any manner he/she thinks fit.

13.4 Employees

13.4.1 A Receiver may appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he/she thinks fit.

13.4.2 A Receiver may discharge any person appointed by the Chargor.

13.5 Borrow money

A Receiver may raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he/she thinks fit.

13.6 Sale of assets

13.6.1 A Receiver may sell, exchange, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he/she thinks fit.

13.6.2 The consideration for any such transaction may consist of cash or non-cash consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he/she thinks fit.

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

13.7 Leases

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

13.8 Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

13.9 Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset, in the name of the Chargor or otherwise, which he/she thinks fit.

13.10 Receipts

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

13.11 Subsidiaries

A Receiver may form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.

13.12 Delegation

A Receiver may delegate his/her powers in accordance with this Deed.

13.13 Lending

A Receiver may lend money or advance credit to any person.

13.14 Protection of assets

A Receiver may:

13.14.1 effect any repair or insurance and do any other Act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset;

13.14.2 commence and/or complete any building operation; and

13.14.3 apply for and maintain any planning permission, building regulation approval or any other Authorisation,

in each case as he/she thinks fit.

13.15 Other powers

A Receiver may:

13.15.1 do all other acts and things which he/she may consider necessary or desirable for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law;

13.15.2 exercise in relation to any Security Asset all the powers, authorities and things which he/she would be capable of exercising if he/she were the absolute beneficial owner of that Security Asset; and

13.15.3 use the name of the Chargor for any of the purposes set out in this clause 13.

14 APPLICATION OF PROCEEDS

14.1 All amounts from time to time received or recovered by the Bank or any Receiver pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or part of this Security (for the purposes of this clause 14 ("Recoveries")) may, in its discretion, be held by the Bank in an interest bearing suspense or impersonal account(s) in the name of the Bank with such financial institution (including itself) and for so long as the Bank shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Bank's discretion in accordance with the provisions of clause 14.2.

14.2 Subject to the terms of the Facility Letter, the Bank shall apply the Recoveries in the following order:

14.2.1 **first**, in or towards payment pro rata of any unpaid costs and expenses owing to the Bank any Receiver or any Delegate under this Deed;

14.2.2 **secondly**, in or towards payment or discharge of the remainder of the Secured Liabilities; and

14.2.3 **thirdly**, in payment of the surplus (if any) to the Chargor or other person entitled to it.

14.3 The Bank may apply the Recoveries towards the payment or discharge of the Secured Liabilities in reduction of any part of the Secured Liabilities in any order or manner as it thinks fit.

14.4 Clauses 14.2 and 14.3 will override any appropriation made by the Chargor.

14.5 This clause 14:

14.5.1 is subject to the payment of any claims having priority over this Security; and

14.5.2 does not prejudice the right of the Bank to recover any shortfall from the Chargor.

15 EXPENSES AND INDEMNITIES

- 15.1 The Chargor shall within three Business Days of demand, pay to the Bank the amount of, and indemnify the Bank against, any cost, loss, expense or liability (including legal, valuation and other professional fees) incurred by the Bank as a result of:
- 15.1.1 any failure by the Chargor to comply with any provision of this Deed;
 - 15.1.2 investigating any event which it reasonably believes to be a failure by the Chargor to comply with any provision of this Deed;
 - 15.1.3 acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
 - 15.1.4 the taking, holding, preservation, protection or enforcement of this Security or any other rights arising under this Deed;
 - 15.1.5 the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Bank and each Receiver and Delegate by this Deed or by law; or
 - 15.1.6 any proceedings instituted by or against the Bank as a consequence of its entering into this Deed, taking or holding this Security or enforcing this Security or its rights under this Deed.
- 15.2 The Chargor must:
- 15.2.1 immediately on demand pay to the Bank and any Receiver the amount of all costs and expenses (including legal fees) incurred by the Bank or a Receiver in connection with this Deed including any arising from any actual or alleged breach by the Chargor of any law or regulation; and
 - 15.2.2 keep the Bank and any Receiver indemnified against any failure or delay in paying those costs or expenses.

16 DELEGATION

16.1 Power of Attorney

The Bank or any Receiver may, at any time, delegate by power of attorney or otherwise to any person for any period all or any right, power, authority or discretion exercisable by it under this Deed.

16.2 Terms

Any such delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Bank or that Receiver (as the case may be) may, in its discretion, think fit in the interests of the Bank.

16.3 Liability

Neither the Bank nor any Receiver shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

17 FURTHER ASSURANCES

17.1 The Chargor must promptly, at its own expense, take whatever action the Bank or a Receiver may require for:

17.1.1 creating, perfecting, protecting or maintaining any Security created or intended to be created over any Security Asset; or

17.1.2 facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion or enforcement of any Security by the Bank or any Receiver or any of their respective delegates or sub-delegates in respect of any Security Asset; or

17.1.3 creating and/or perfecting Security in favour of the Bank over any assets of the Chargor located in any jurisdiction outside England and Wales.

17.2 The action that may be required under clause 17.1 above includes:

17.2.1 the execution of any mortgage, charge, transfer, conveyance, assignment or assurance of any asset, whether to the Bank or to its nominees; or

17.2.2 the giving of any notice, order or direction and the making of any filing or registration,

17.2.3 the affixing to or endorsing on any Security Assets of any labels, signs, memoranda or other recognisable identification markings as the Bank may require referring or drawing attention to this Security.

which, in any such case, the Bank may consider necessary or desirable.

18 POWER OF ATTORNEY

At any time after this security has become enforceable, the Chargor, by way of security, irrevocably and severally appoints the Bank, each Receiver and any of their respective delegates or sub-delegates to be its attorney with the full power and authority of the Chargor to execute, deliver and perfect all deeds, instruments and other documents in its name and otherwise on its behalf and to do or cause to be done all acts and things, in each case which may be required or which any attorney may in its absolute discretion deem necessary for carrying out any obligation of the Chargor under or pursuant to this Deed or generally for enabling the Bank or any Receiver to exercise the respective powers conferred on them under this Deed or by law. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this clause 18.

19 CHANGES TO THE PARTIES

19.1 The Chargor

The Chargor may not assign or transfer any of its rights or obligations under this Deed without the prior consent of the Bank.

19.2 The Bank

19.2.1 The Bank may assign or otherwise dispose of all or any of its rights under this Deed to any person (a "Transferee").

19.2.2 The Bank may disclose to any prospective Transferee or to any other person who may propose entering into contractual relations with the Bank, such information about the Chargor as the Bank may consider appropriate.

20 MISCELLANEOUS

20.1 Continuing Security

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part.

20.2 Additional security

20.2.1 This Security is in addition to and is not in any way prejudiced by any other security or guarantee now or subsequently held by the Bank.

20.2.2 No prior security held by the Bank (in its capacity as such or otherwise) over any Security Asset will merge into this Security.

20.2.3 The obligations of the Chargor under this Deed will not be affected by 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, any other person.

20.3 Land Registry

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register or its conveyancer. (Standard Form P)".

20.4 Tacking

20.4.1 The Bank must perform its obligations in respect of the Secured Liabilities (including any obligation to make available further advances).

20.4.2 This Deed is made to secure any further advances or other facilities but it does not create any obligation on the Bank to make any further advances or make other facilities available.

20.5 New Accounts

20.5.1 If any subsequent charge or other interest affects any Security Asset, the Bank may open a new account with the Chargor.

20.5.2 If the Bank does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other interest.

20.5.3 As from that time all payments made to the Bank will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

20.6 Time deposits

Without prejudice to any right of set-off the Bank may have under any other document relating to the Secured Liabilities or otherwise, if any time deposit matures on any account the Chargor has with the Bank within the Security Period when:

20.6.1 this Security has become enforceable; and

20.6.2 no Secured Liability is due and payable,

that time deposit will automatically be renewed for any further maturity which the Bank considers appropriate.

21 RELEASE

At the end of the Security Period, the Bank must, at the request and cost of the Chargor, take whatever action is necessary to release its Security Assets from this Security.

22 PAYMENT MECHANICS

22.1 Payments to the Bank

22.1.1 On each date on which the Chargor is required to make a payment under this Deed, the Chargor shall make the same available to the Bank for value on the due date at the time and in such funds specified by the Bank as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

22.1.2 Payment shall be made to such account in the principal financial centre of the country of that currency or London, as specified by the Bank and with such bank as the Bank specifies.

22.2 No set-off by Chargor

All payments to be made by the Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

22.3 Business Days

Any payment under this Deed which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).

23 SET-OFF

In addition to any right of set-off or other general lien or similar right to which it may be entitled by law, the Bank may (but shall not be obliged to):

23.1 set off against the Secured Liabilities any amount or obligation (contingent or otherwise) owed by the Bank to the Chargor;

23.2 at any time after this Security has become enforceable, combine or consolidate any monies standing to the credit of any accounts held with it to which the Chargor is beneficially entitled (including the Interest Cover Account);

23.3 at any time after this Security has become enforceable, set-off, transfer or apply any amounts standing to the credit of any accounts held with it to which the Chargor is beneficially entitled (including the Interest Cover Account) in or towards satisfaction or discharge of the Secured Liabilities,

in each case regardless of the place of payment, booking branch or currency of any such obligation or amount. If the obligations or amounts are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business.

24 NOTICES

The terms of clause 15.1 of the Facility Letter shall be incorporated into this Deed and any references to "this Letter" shall be construed as references to "this Deed".

25 CALCULATIONS AND CERTIFICATES

25.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Bank are *prima facie* evidence of the matters to which they relate.

25.2 Certificates and determinations

Any certification or determination by the Bank of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

26 PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

27 REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Bank, any right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Bank shall be effective unless it is in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

28 AMENDMENTS AND WAIVERS

Any term of this Deed may be amended or waived only with the consent of the Bank and the Chagor.

29 COUNTERPARTS

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

30 GOVERNING LAW

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

31 JURISDICTION

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

- 31.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 31.3 Notwithstanding clause 31.1 above, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1

Real Property

Address of Property	Title number

SCHEDULE 2
Accounts

General Account (Unblocked)			
Account number	Account name	Account Bank	Account Bank branch address and sort code
[REDACTED]	PHHD Property Ltd	[REDACTED]	[REDACTED]

Interest Cover Account (Blocked)			
Account number	Account name	Account Bank	Account Bank branch address and sort code
[REDACTED]	PHHD Property Limited	[REDACTED]	[REDACTED]

SCHEDULE 3

Forms of Letter for Occupational Tenants

Part 1

Notice to Occupational Tenant

To: [Occupational tenant]

Copy: [Bank]

[Date]

Dear Sirs

Re: [Property address]

Debenture dated [] between [Chargor]
and [Bank] ("Debenture")

We refer to the lease dated [] and made between [] and [] ("Lease").

This letter constitutes notice to you that under the Debenture we have assigned absolutely (subject to a proviso for re-assignment on redemption) to [Bank], ("Bank") all our rights under the Lease.

We confirm that:

- (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
- (b) none of the Bank, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

We will also remain entitled to exercise all our rights, powers and discretions under the Lease, and you should continue to give notices under the Lease to us, unless and until you receive notice from the Bank to the contrary stating that the security under the Debenture has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and all notices must be given to, the Bank or as it directs.

We irrevocably instruct and authorise you to pay all rent and all other moneys payable by you under the Lease to our account with Barclays Bank UK Plc at [], account number [], sort code [] ("General Account").

The instructions in this letter apply until you receive notice from the Bank to the contrary and notwithstanding any previous instructions given by us.

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Bank at [address] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)
[Chargor]

Part 2

Acknowledgement of Occupational Tenant

To: [Bank]

Attention: []

[Date]

Dear Sirs

Re: [Property address]

**Debenture dated [] between [Chargor]
and [Bank] ("Debenture")**

We confirm receipt from [Chargor] ("**Chargor**") of a notice dated [] ("**Notice**") in relation to the Lease (as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received any notice of any prior security over the Lease or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Lease;
- (c) must pay all rent and all other moneys payable by us under the Lease into the [General] Account (as defined in the Notice); and
- (d) must continue to pay those moneys into the General Account (as defined in the Notice) until we receive your written instructions to the contrary.

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

Yours faithfully,

.....
For
[Occupational tenant]

SCHEDULE 4

Forms of Letter for Account Bank

Part 1

Notice to Account Bank

To: [Account Bank]

Copy: [Bank]

[Date]

Dear Sirs

**Debenture dated [] between [Chargor]
and [Bank] ("Debenture")**

This letter constitutes notice to you that under the Debenture we have charged (by way of a first fixed charge) in favour of [Bank] ("**Bank**") all our rights in respect of any account, and any amount standing to the credit of any account, maintained by us with you ("**Accounts**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Bank any information relating to any Account requested from you by the Bank;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Bank;
- (c) hold all sums standing to the credit of any Account to the order of the Bank; and
- (d) in respect of any Account, pay or release any sum standing to the credit of any such Account in accordance with the written instructions of the Bank.

[We are not permitted to withdraw any amount from the [] without the prior written consent of the Bank.]

We acknowledge that you may comply with the instructions in this letter without any further permission from us.

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

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Bank at [address] with a copy to us.

Yours faithfully,

.....
(Authorised Signatory)
[Chargor]

Part 2

Acknowledgement of Account Bank

To: [Bank]

Copy: [Chargor]

[Date]

Dear Sirs

**Debenture dated [] between [Chargor]
and [Bank] ("Debenture")**

We confirm receipt from [Chargor] ("**Chargor**") of a notice dated [] ("**Notice**") of a charge upon the terms of the Debenture over all the rights of the Chargor to any amount standing to the credit of any of the Chargor's accounts with us ("**Accounts**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice;
- (b) have not received notice of any prior security over, or the interest of any third party in, any Account;
- (c) have neither claimed nor exercised, nor will claim or exercise, any security interest, set-off, counter-claim or other right in respect of any Account; and
- (d) [will not permit any amount to be withdrawn from [the Interest Cover Account] without your prior written consent.]

The Accounts maintained with us are:

[Specify accounts and account numbers]

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

Yours faithfully,

.....
(Authorised signatory)
[Account Bank]

SCHEDULE 5

Forms of Letter for Insurers

Part 1

Notice to Insurer

To: [Insurer]

Copy: [Bank]

[Date]

Dear Sirs,

**Debenture dated [] between [Chargor]
and [Bank] ("Debenture")**

This letter constitutes notice to you that under the Debenture we have assigned absolutely, subject to a proviso for re-assignment on redemption, to [Bank] ("**Bank**") all our rights in respect of *[insert details of contract of insurance]* ("**Insurance**").

We confirm that:

- (a) we will remain liable under the Insurance to perform all the obligations assumed by us under the Insurance; and
- (b) none of the Bank, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Insurance (unless, and to the extent, otherwise expressly provided for in the Insurance).

We will also remain entitled to exercise all our rights, powers and discretions under the Insurance, and you should continue to give notices and make payments under the Insurance to us (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Bank in respect of the Insurance), unless and until you receive notice from the Bank to the contrary stating that the security under the Debenture has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Bank or as it directs (unless, and to the extent, otherwise expressly provided for in the Insurance or in any insurer letter you may have issued to the Bank in respect of the Insurance).

We irrevocably instruct and authorise you to disclose to the Bank any information relating to the Insurance requested from you by the Bank.

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

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Bank at [address] with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
[Chargor]

Part 2

Acknowledgement of Insurer

To: [Bank]

Copy: [Chargor]

[Date]

Dear Sirs

**Debenture dated [] between [Chargor]
and [Bank] ("Debenture")**

We confirm receipt from [Chargor] ("**Chargor**") of a notice dated [] ("**Notice**") of an assignment on the terms of the Debenture of all the Chargor's rights in respect of [*insert details of the contract of insurance*] ("**Insurance**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Insurance as directed in the Notice.

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

Yours faithfully,

.....
(Authorised signatory)
[Insurer]

SCHEDULE 6

Forms of Letter for Relevant Contracts

Part 1

Notice to Counterparty

To: [Contract Counterparty]

Copy: [Bank]

[Date]

Dear Sirs,

**Debenture dated [] between [Chargor]
and [Bank] ("Debenture")**

This letter constitutes notice to you that under the Debenture we have [assigned absolutely, subject to a proviso for re-assignment on redemption,]/[charged by way of a first fixed charge]¹ to [Bank] ("**Bank**") all our rights in respect of [*insert details of contract*] ("**Contract**").

We confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract; and
- (b) none of the Bank, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract.

We will also remain entitled to exercise all our rights, powers and discretions under the Contract, and you should continue to give notices and make payments under the Contract to us, unless and until you receive notice from the Bank to the contrary stating that the security under the Debenture has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Bank or as it directs.

We irrevocably instruct and authorise you to disclose to the Bank any information relating to the Contract requested from you by the Bank.

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

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

Please acknowledge receipt of this letter by sending the attached acknowledgement to the Bank at [*address*] with a copy to us.

Yours faithfully,

.....
(Authorised signatory)
[Chargor]

¹ Delete as applicable.

Part 2

Acknowledgement of Counterparty

To: [Bank]

Copy: [Chargor]

[Date]

Dear Sirs,

**Debenture dated [] between [Chargor]
and [Bank] ("Debenture")**

We confirm receipt from [Chargor] ("**Chargor**") of a notice dated [] ("**Notice**") of [an assignment]/[fixed charge]² on the terms of the Debenture of all the Chargor's rights in respect of [insert details of the contract] ("**Contract**").

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice; and
- (b) will give notices and make payments under the Contract as directed in the Notice.

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

Yours faithfully,

.....
(Authorised signatory)
[Contract counterparty]

2 Delete as applicable.

SIGNATORIES

Chargor

EXECUTED as a DEED by)
PHHD PROPERTY LIMITED)
acting by JONATHAN DAVIES, a director)
in the presence of:)



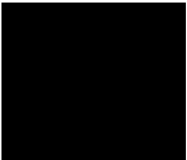
.....
Acting as a Director and authorised signatory of Consortium Directors Limited
being a corporate director of PHHD Property Limited

Witness Signature.....
.....

(IM LLP)

Witness Name: Trevor Mackney

Witness Address...
.....



.....
.....

Witness Occupation.....
Property Fund Manager

Bank

EXECUTED as a **DEED** on behalf of)
STANDARD BANK JERSEY LIMITED)
a company incorporated in Jersey,)
by **DANIEL GRIFFIN** and **STEVEN KEY**, being..)
persons who, in accordance with the laws.....)
of that territory, are acting under the.....)
authority of the company:.....)

..... 
Signature in the name of Standard Bank Jersey
Limited

..... 
Authorised Signatory

..... 
Authorised Signatory