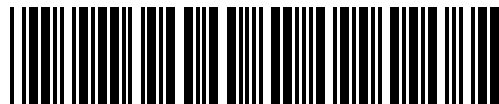




Registration of a Charge

Company Name: **BRITANNIA INVESTMENT CORP LIMITED**

Company Number: **12039896**



Received for filing in Electronic Format on the: **18/06/2021**

XA6WZ9HE

Details of Charge

Date of creation: **09/06/2021**

Charge code: **1203 9896 0001**

Persons entitled: **LW STA 2 LIMITED**

Brief description: **NONE**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **NAOMI CLANCY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12039896

Charge code: 1203 9896 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th June 2021 and created by BRITANNIA INVESTMENT CORP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th June 2021 .

Given at Companies House, Cardiff on 21st June 2021

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**



LONDON WALL

DATE 9th June 2021

(1) BRITANNIA INVESTMENT CORP LIMITED (as Chargor)

(2) LW STA 2 LIMITED (as Security Trustee)

CHARGE OVER SHARES AND SUBORDINATED DEBT

Certified a true and complete copy of
original document
Signed [Signature]
Name: Natomi Dancy
Solicitor
Fidgate LLP
18 Great Queen Street
London WC2B 5DG
Dated 11th June 2021

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Schedule 1 Shares

Schedule 2

Part 1 : Form of notice to counterparties of Subordinated Debt Documents

Part 2 : Form of acknowledgement from counterparties of Subordinated Debt Documents

DATE:

9th June

2021

PARTIES: Britannia

- (1) **BRITANNIA INVESTMENT CORP LIMITED** a company incorporated in England and Wales with company number 12039896 and whose registered office is at C/O Buzzacott Llp, 130 Wood Street, London, United Kingdom, EC2V 6DL (**Chargor**); and
- (2) **LW STA 2 LIMITED** (registered in England with number 12854852) whose registered office is at Interpark House, 7 Down Street, London, England, W1J 7AJ as security trustee for itself and on behalf of the other Finance Parties (**Security Trustee**).

Preliminary

- (A) The Lenders have agreed, pursuant to the Facility Agreement, to provide the Borrower with the Facility.
- (B) Under this deed, the Chargor provides Security to the Security Trustee to secure the payment and discharge of the Secured Liabilities.
- (C) It is intended that this document take effect as a deed notwithstanding the fact that a party may only execute this document under hand.

1. Definitions and interpretation*Definitions*

- 1.1 Terms, words and expressions defined in the Facility Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In this deed, the following words and expressions have the following meanings:

Borrower	Britannia Global Estates Limited, a company registered in England and Wales (with number 12937235) whose registered office is at 52 Lime Street, Level 29, London, England, EC3M 7AF
Business Day	a day other than a Saturday, Sunday or public holiday when banks are open for general business in London.
Delegate	any person appointed by the Security Trustee or any Receiver pursuant to clause 13, and any person appointed as attorney of the Security Trustee, Receiver or Delegate.
Event of Default	has the meaning given to it in the Facility Agreement.
Facility	the facility provided to the Borrower by the Lenders under the terms of the Facility Agreement.
Facility Agreement	the facility agreement dated on or about the date of this deed entered into between among others the Borrower, the Security Trustee as agent and security trustee and the Lenders.

Financial Collateral	has the meaning given to that expression in the Financial Collateral Regulations.
Financial Collateral Regulations	the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements, and Regulation means any of them.
Lenders	<p>(a) any Original Lender; and</p> <p>(b) any other person which has become a Lender in accordance with clause 23 (<i>Changes to the Lenders</i>) of the Facility Agreement</p> <p>which in each case has not ceased to be a party as such in accordance with the terms of the Facility Agreement.</p>
LPA 1925	the Law of Property Act 1925.
Obligors	the Borrower, the Chargor, and any other person who, by entering into any Facility Agreement, and/or giving any guarantee and/or granting any Security in favour of the Finance Parties, is liable, whether as guarantor or principal debtor, for any of the Secured Liabilities, (each an " Obligor ").
Original Lenders	each of the lenders as listed in Schedule 1 (<i>Original Lenders</i>) of the Facility Agreement.
Receiver	a receiver, receiver and manager or administrative receiver appointed by the Security Trustee under clause 11.
Related Rights	<p>any:</p> <ol style="list-style-type: none"> 1. dividend, interest or other distribution paid or payable in relation to any Share; and 2. right, money or property accruing, offered or issued at any time in relation to any Share by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.
Secured Assets	all the assets, property and undertaking which are, or are expressed to be, subject

to any Security created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them).

Secured Liabilities

all present and future obligations and liabilities of the Obligors to the Finance Parties, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, (including, without limitation, under or in connection with the Finance Documents or this deed, including, without limitation, those arising under clause 25.3.2), together with all interest (including, without limitation, default interest) accruing in respect of those obligation or liabilities except for any obligation which, if it were so included, would result in this deed contravening section 678 or 679 of the Companies Act 2006.

Security Financial Collateral Arrangement

has the meaning given to the expression in the Financial Collateral Regulations.

Security

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period

the period starting on the date of this deed and ending on the date on which the Security Trustee is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

Shares

all the issued share capital of the Borrower owned by the Chargor now or in the future (including without limitation those which are listed or described in Schedule 1).

Subordinated Debt

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 Borrower to the Chargor (including without limitation, pursuant to the Subordinated Debt Documents (if any)).

Subordinated Debt

means each agreement or any other

Documents

document entered into from time to time by the Chargor and the Borrower evidencing or recording the terms of any Subordinated Debt.

Interpretation

1.2 Unless a contrary intention appears, any reference in this deed to:

- 1.2.1.1 this deed is a reference to this deed as amended, varied, novated, supplemented and replaced from time to time;
- 1.2.1.2 the Borrower, the Chargor, the Security Trustee, a Finance Party, a Receiver or any person includes any one or more of its assigns, transferees and successors in title (in the case of the Chargor, so far as any such is permitted);
- 1.2.1.3 the **Facility Agreement** or any other agreement or instrument is a reference to the Facility Agreement or other agreement or instrument as amended, novated, supplemented, extended, replaced or restated from time to time;
- 1.2.1.4 an Event of Default is **continuing** if it has not been remedied to the satisfaction of the Security Trustee or waived in writing by the Security Trustee;
- 1.2.1.5 the Security Trustee, the Lenders or a Receiver (except for the references in clause 17), includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;
- 1.2.1.6 unless the context otherwise requires, a reference to a Secured Asset includes the proceeds of any disposal of that Secured Asset; and
- 1.2.1.7 Clause 1 (Definitions and Interpretations) of the Facility Agreement is incorporated in this deed as if set out here in full but so that each reference in that clause to Facility Agreement shall be read as a reference to this deed.

Clawback

1.3 If the Security Trustee considers that an amount paid by any Obligor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of such Obligor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

Perpetuity period

1.4 If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

Schedules

- 1.5 The schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the schedules.

Liability of Chargor

- 1.6 The agreements, obligations and liabilities of the Chargor herein contained shall be joint and several.

2. Covenant to pay

- 2.1 The Chargor covenants that it will on demand pay and discharge the Secured Liabilities when due.
- 2.2 Notwithstanding any provision of this deed or any other Finance Document to the contrary, it is expressly agreed and understood that:
- 2.2.1 the sole recourse to the Chargor under or in connection with this deed is to that Chargor's interest in the Secured Assets; and
- 2.2.2 the liability of the Chargor pursuant to or otherwise in connection with this deed shall be:
- 2.2.2.1 limited in aggregate to an amount equal to that recovered as a result of enforcement of this deed with respect to the Secured Assets together with all costs, expenses, interest and other amounts payable by the Chargor under this deed; and
- 2.2.2.2 satisfied only from the proceeds of sale or other disposal or realisation of the Secured Assets pursuant to this deed.

3. Grant of security

- 3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charge to the Security Trustee by way of a first fixed charge:
- 3.1.1 the Shares; and
- 3.1.2 the Related Rights.
- 3.2 The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of all of the Subordinated Debt and the benefit of all the Subordinated Debt.
- 3.3 To the extent it has not been effectively assigned under clause 3.2, the Chargor charges by way of first fixed charge all of the Subordinated Debt.
- 3.4 Unless otherwise agreed by the Security Trustee, the Chargor shall:
- 3.4.1 immediately upon the execution of this deed give notice in the form set out in Part 1 of Schedule 2 (Form of notice to counterparties of Subordinated Debt Document) to the Borrower of the assignment pursuant to clause 3.2 of its rights and interest in and under each Subordinated Debt Document and
- 3.4.2 procure that each addressee of such notice will promptly provide an acknowledgement to the Security Trustee in the form set out in Part 2 of Schedule 2 (Form of acknowledgement from counterparties to Subordinated Debt Document).

4. Liability of the Chargor

Liability not discharged

- 4.1 The Chargor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:
- 4.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Security Trustee that is or becomes wholly or partially illegal, void or unenforceable on any ground;
 - 4.1.2 the Lenders renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
 - 4.1.3 any other act or omission, that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

Immediate recourse

- 4.2 The Chargor waives any right it may have to require the Security Trustee to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Chargor.

5. Representations and warranties

Times for making representations and warranties

- 5.1 The Chargor makes the representations and warranties set out in this clause 5 to the Security Trustee and Lenders on the date of this deed.

Shares

- 5.2
- 5.2.1 The Shares are fully paid and are not subject to any option to purchase or similar rights.
 - 5.2.2 The Shares charged by the relevant Chargor pursuant to this deed represent the entire issued share capital of the Borrower and no person has any option, warrant or other similar right to subscribe for any shares of the Borrower.
 - 5.2.3 The Chargor is the sole legal and beneficial owner of the Shares .
 - 5.2.4 The constitutional documents of the Borrower do not:
 - 5.2.4.1 restrict or inhibit any transfer of the Shares on creation or enforcement of the security constituted by this deed; or
 - 5.2.4.2 contain any rights of pre-emption.

No Security

- 5.3 The Secured Assets are free from any Security other than the Security created by this deed.

No adverse claims

- 5.4 The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

No adverse covenants

- 5.5 There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, that materially and adversely affect the Secured Assets.

No breach of laws

- 5.6 There is no breach of any law or regulation which materially and adversely affects the Secured Assets.

Avoidance of Security

- 5.7 No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, in any circumstances.

Enforceable security

- 5.8 This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.

Subordinated Debt

5.9

- 5.9.1 the Chargor is the sole legal and beneficial owner of the Subordinated Debt;
- 5.9.2 the Subordinated Debt is free of any Security (except those created by or under this deed) and any other rights or interests in favour of third parties;
- 5.9.3 all payments to the Chargor by the Borrower in relation to the Subordinated Debt are not subject to any right of set-off or similar right; and
- 5.9.4 there is no prohibition on assignment in respect of any of the Subordinated Debt;

6. Covenants

Negative pledge and disposal restrictions

- 6.1 The Chargor shall not at any time, except with the prior written consent of the Security Trustee:
- 6.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Secured Asset other than any Security created by this deed;
 - 6.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets; or
 - 6.1.3 create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

Preservation of Secured Assets

- 6.2 The Chargor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Security Trustee, or diminish the value of any of the Secured Assets or the effectiveness of the Security created by this deed.

Compliance with laws and regulations

- 6.3 The Chargor shall comply with the requirements of any law or regulation relating to or affecting the Secured Assets or the use of them or any part of them.

Enforcement of rights

- 6.4 The Chargor shall use all reasonable endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets which the Security Trustee may require from time to time.

Notice of misrepresentations and breaches

- 6.5 The Chargor shall, promptly on becoming aware of any of the same, notify the Security Trustee in writing of:
- 6.5.1 any representation or warranty set out in this deed that is incorrect or misleading in any material respect when made or deemed to be repeated; and
 - 6.5.2 any breach of any covenant set out in this deed.

Title to Secured Assets

- 6.6 The Chargor shall, on the execution of this deed, deposit with the Security Trustee, or as the Security Trustee may direct:
- 6.6.1 all share certificates and other documents of title or evidence of ownership of the Secured Assets;
 - 6.6.2 all stock transfer forms relating to the Secured Assets duly completed and executed by or on behalf of that Chargor but with the name of the transferee, the consideration and the date left blank; and
 - 6.6.3 any other documents (in each case duly completed and executed by or on behalf of that Chargor) that the Security Trustee may request to enable it, or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain legal title to, or to perfect its security interest in any of the Secured Assets,
- so that the Security Trustee may, at any time and without notice to the Chargor, complete and present those stock transfer forms and other documents to the issuer of the Secured Assets for registration.

Nominations

- 6.7 The Chargor shall not at any time during the Security Period exercise the right to nominate any person other than the Security Trustee to enjoy or exercise any right relating to any of his Secured Assets.

Calls and other obligations

- 6.8
- 6.8.1 Notwithstanding the security created by this deed, the Chargor shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any part of the Secured Assets.

- 6.8.2 If the Chargor fail to do so, the Security Trustee may, at its discretion but without obligation, pay the calls, instalments or other payments on behalf of that Chargor.
- 6.8.3 The Chargor shall, immediately on request by the Security Trustee, reimburse the Security Trustee for any payment made by them under this clause 6.8.
- 6.8.4 The Chargor shall comply with, and shall remain liable to perform, all of the other conditions and obligations assumed by it in respect of all or any part of the Secured Assets.

Changes to rights

6.9

- 6.9.1 The Chargor shall not take, or allow the taking of, any action on its behalf which may result in the rights attaching to, or conferred by, all or any of the Secured Assets being altered.
- 6.9.2 The Chargor shall not cause or permit:
 - 6.9.2.1 any of the Secured Assets to be consolidated, sub-divided or converted; or
 - 6.9.2.2 any further shares in the share capital of the Borrower to be issued.

Compliance with requests for information

- 6.10 The Chargor shall promptly send a copy to the Security Trustee 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 in any articles of association or other constitutional document, or by any listing or other authority, relating to any of the Secured Assets. If it fails to do so, the Security Trustee may elect to provide such information as it may have on behalf of the Chargor.

Subordinated Debt

- 6.11 the Chargor will not demand, receive or take any action to receive any payment in respect of, or on account of, any of the Subordinated Debt in cash or in kind or apply any money or property in or towards discharge of any of the Subordinated Debt.
- 6.12 If at any time during the Security Period, the Chargor receives or recovers a payment or distribution of any kind in respect of or on account of the Subordinated Debt (a "**Turnover Amount**"), it will promptly pay any amount equal to the lesser of:
 - 6.12.1 the Turnover Amount; and
 - 6.12.2 the amount of the Secured Liabilities,
- 6.13 to the Security Trustee for application in accordance with 14 (Application of proceeds).

7. Voting rights and dividends

Voting rights and dividends - before enforcement

7.1

- 7.1.1 Before the security constituted by this deed becomes enforceable, the Chargor may exercise all voting and other rights and powers in

respect of the Secured Assets or, if any of the same are exercisable by the Security Trustee or any of its nominees, direct in writing the exercise of those voting and other rights and powers provided that:

7.1.1.1 it shall not do so in any way that would breach any provision of the Facility Agreement or this deed or for any purpose inconsistent with the Facility Agreement or this deed; and

7.1.1.2 the exercise of, or failure to exercise, those voting rights or other rights and powers would not, in the Security Trustee's opinion, have an adverse effect on the value of any of the Secured Assets or otherwise prejudice the Security Trustee's or the Lender's security under this deed.

7.1.2 Before the security constituted by this deed becomes enforceable, if any of the dividends, interest and other monies paid or payable in respect of the Secured Assets are paid or payable to the Security Trustee or any of its nominees, the Security Trustee will hold all such dividends, interest or monies received by it for the account of the Chargor and will pay them to the Chargor promptly on request.

7.1.3 The Security Trustee shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Secured Assets which the Security Trustee considers prejudicial to, or impairing the value of, the security created by this deed.

Voting rights and dividends – after the security becomes enforceable

7.2 After the security constituted by this deed has become enforceable, the Security Trustee may at its discretion:

7.2.1 exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all voting rights and any other powers or rights in respect of the Secured Assets, and the Chargor shall comply, or procure compliance, with any directions the Security Trustee may give, in its absolute discretion, in respect of the exercise of those voting and other rights and powers;

7.2.2 apply all dividends, interest or other monies paid or payable in respect of the Secured Assets in accordance with clause 14; and

7.2.3 in addition to any other power created under this deed, exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Secured Assets.

8. Powers of the Security Trustee

Power to remedy

8.1

8.1.1 The Security Trustee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this deed.

- 8.1.2 The Chargor irrevocably authorises the Security Trustee to do all things that are necessary or desirable for that purpose.
- 8.1.3 Any monies expended by the Lenders in remedying a breach by the Chargor of its obligations contained in this deed, shall be reimbursed by the Chargor to the Lenders on a full indemnity basis and shall carry interest in accordance with clause 15.1.

Exercise of rights

8.2

- 8.2.1 The rights of the Security Trustee under clause 8.1 are without prejudice to any other rights of the Security Trustee under this deed.
- 8.2.2 The exercise of any rights of the Security Trustee under this deed shall not make the Security liable to account as a mortgagee in possession.

Security Trustee has Receiver's powers

- 8.3 To the extent permitted by law, any right, power or discretion conferred by this deed (either expressly or impliedly) or by law on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Security Trustee in relation to any of the Secured Assets whether or not it has taken possession of any Secured Assets and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

No duties

- 8.4 The Security Trustee shall not, in respect of any of the Secured Assets, have any duty or incur any liability for:
 - 8.4.1 ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters relating to any Secured Assets or the nature or sufficiency of any payment whether or not the Security Trustee has or is deemed to have knowledge of such matters; or
 - 8.4.2 taking any necessary steps to preserve rights against prior parties or any other rights relating to any of the Secured Assets.

Conversion of currency

- 8.5 In this clause, the **Spot Rate** means, in relation to the Security Trustee, the spot rate of exchange of the Lenders for the purchase of any currency with any other currency in the London foreign exchange market.
 - 8.5.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Security Trustee may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 8.5) from their existing currencies of denomination into any other currencies of denomination that the Security Trustee may think fit.
 - 8.5.2 Any such conversion shall be effected at the Spot Rate.
 - 8.5.3 Each reference in this clause 8.5 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

New accounts

8.6

- 8.6.1 If the Security Trustee receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Security Trustee may open a new account for the Chargor in the Lenders' books. Without prejudice to the Security Trustee's right to combine accounts, no money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- 8.6.2 If the Security Trustee does not open a new account immediately on receipt of the notice, or deemed notice, under clause 8.6.1, then, unless the Security Trustee gives express written notice to the contrary to the Chargor, all payments made by the Chargor to the Security Trustee shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Security Trustee.

Indulgence

- 8.7 The Security Trustee may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this deed (whether or not such person is jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Chargor for the Secured Liabilities.

9. When security becomes enforceable

Enforcement

- 9.1 The security constituted by this deed shall become immediately enforceable if the Lenders (or a Lender) makes a demand for repayment of the Loan (or part thereof) at any time in accordance with the Facility Agreement or if an Event of Default occurs.

Discretion

- 9.2 After the security constituted by this deed has become enforceable, the Security Trustee may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

10. Enforcement of security

Enforcement powers

10.1

- 10.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.
- 10.1.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 9.1.

- 10.1.3 Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed.

Redemption of prior Security

10.2

- 10.2.1 At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Security Trustee may:
- 10.2.1.1 redeem any prior Security over any Secured Asset;
 - 10.2.1.2 procure the transfer of that Security to itself; and
 - 10.2.1.3 settle and pass the accounts of the holder of any prior Security.
- 10.2.2 The Chargor shall pay to the Security Trustee immediately on demand all principal, interest, costs, charges and expenses of, and incidental to, any such redemption or transfer, and such amounts shall be secured by this deed as part of the Secured Liabilities.

Protection of third parties

- 10.3 No purchaser, mortgagee or other person dealing with the Security Trustee, any Receiver or any Delegate shall be concerned to enquire:
- 10.3.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
 - 10.3.2 whether any power the Security Trustee, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or
 - 10.3.3 how any money paid to the Security Trustee, any Receiver or any Delegate is to be applied.

Privileges

- 10.4 Each Receiver and the Security Trustee are entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

No liability as mortgagee in possession

- 10.5 Neither the Security Trustee nor any Receiver or any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any act, default or omission for which a mortgagee in possession might be liable.

Conclusive discharge to purchasers

- 10.6 The receipt of the Security Trustee or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Security Trustee, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.

Right of appropriation

10.7

10.7.1 To the extent that:

10.7.1.1 the Secured Assets constitute Financial Collateral;
and

10.7.1.2 this deed and the obligations of the Chargor under it
constitute a Security Financial Collateral Arrangement,

the Security Trustee shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment and discharge of the Secured Liabilities in any order that the Security Trustee, in its absolute discretion, may from time to time determine.

10.7.2 The value of any Secured Assets appropriated in accordance with this clause 10.7 shall be determined by any method that the Security Trustee may select, including independent valuation.

10.7.3 The Chargor agrees that the method of valuation provided for in this clause 10.7 is commercially reasonable for the purposes of the Financial Collateral Regulations.

11. Receiver

Appointment

11.1 At any time after the security constituted by this deed has become enforceable, or at the request of the Chargor, the Security Trustee may, without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a Receiver of all or any part of the Secured Assets.

Removal

11.2 The Security Trustee may, without further notice (subject to section 45 of the Insolvency Act 1986 in the case of an administrative receiver), from time to time, by way of deed, or otherwise in writing, 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.

Remuneration

11.3 The Security Trustee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA 1925, and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

Power of appointment additional to statutory powers

11.4 The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Security Trustee under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

Power of appointment exercisable despite prior appointments

11.5 The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Security Trustee despite any prior appointment in respect of all or any part of the Secured Assets.

Agent of the Chargor

- 11.6 Any Receiver appointed by the Security Trustee under this deed shall be the agent of the Chargor and the Chargor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver.

12. Powers of Receiver

General

12.1

- 12.1.1 Any Receiver appointed by the Security Trustee under this deed shall, in addition to the powers conferred on it by statute, have the rights, powers and discretions set out in clause 12.2 to clause 12.13.
- 12.1.2 A Receiver has all the rights, powers and discretions conferred on a receiver (or a receiver and manager) under the LPA 1925, and shall have those rights, powers and discretions conferred on an administrative receiver under the Insolvency Act 1986 whether it is an administrative receiver or not.
- 12.1.3 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this deed individually and to the exclusion of any other Receiver.
- 12.1.4 Any exercise by a Receiver of any of the powers given by clause 12 may be on behalf of the Chargor or himself.

Employ personnel and advisers

12.2

- 12.2.1 A Receiver may provide services and employ, or engage any managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on any terms, and subject to any conditions, that it thinks fit.
- 12.2.2 A Receiver may discharge any such person or any such person appointed by the Chargor.

Remuneration

- 12.3 A Receiver may charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by it) that the Security Trustee may prescribe or agree with it.

Possession

- 12.4 A Receiver may take immediate possession of, get in and realise any Secured Asset.

Dispose of Secured Assets

- 12.5 A Receiver may sell, exchange, convert into money and realise all or any of the Secured Assets in respect of which it is appointed in any manner (including, without limitation, by public auction or private sale) and generally on any terms and conditions as it thinks fit. Any sale may be for any consideration that the Receiver thinks fit and a Receiver may promote, or concur in promoting, a company to purchase the Secured Assets to be sold.

Valid receipts

- 12.6 A Receiver may give a valid receipt for all monies and execute all assurances and things that may be proper or desirable for realising any of the Secured Assets.

Make settlements

- 12.7 A Receiver may make any arrangement, settlement or compromise between the Chargor and any other person as it thinks fit.

Legal action

- 12.8 A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Secured Assets as it thinks fit.

Borrow

- 12.9 A Receiver may, for whatever purpose it thinks fit, raise and borrow money either unsecured or on the security of all or any of the Secured Assets in respect of which it is appointed on any terms that it thinks fit (including, if the Security Trustee consents, terms under which that security ranks in priority to this deed).

Redeem prior Security

- 12.10 A Receiver may redeem any prior Security and settle and pass the accounts to which the Security relates. Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Chargor and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

Delegation

- 12.11 A Receiver may delegate its powers in accordance with this deed.

Absolute beneficial owner

- 12.12 A Receiver may, in relation to any of the Secured Assets, exercise all powers, authorisations and rights it would be capable of exercising as, and do all those acts and things, an absolute beneficial owner could exercise or do, in the ownership and management of the Secured Assets or any part of the Secured Assets.

Incidental powers

- 12.13 A Receiver may do any other acts and things that it:
- 12.13.1 may consider desirable or necessary for realising any of the Secured Assets;
 - 12.13.2 may consider incidental or conducive to any of the rights or powers conferred on a Receiver under or by virtue of this deed or law; or
 - 12.13.3 lawfully may or can do as agent for the Chargor.

13. Delegation

Delegation

- 13.1 The Security Trustee or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 17.1).

Terms

- 13.2 The Security Trustee and each Receiver may delegate on any terms and conditions (including the power to sub-delegate) that it thinks fit.

Liability

- 13.3 Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

14. Application of proceeds

Order of application of proceeds

- 14.1 All monies received or recovered by the Security Trustee, a Receiver or a Delegate under this deed or in connection with the realisation or enforcement of all or part of the security constituted by this deed (other than sums received under any Insurance Policy), shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:
- 14.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Security Trustee (and any Receiver, Delegate, attorney or agent appointed by it) under or in connection with this deed, and of all remuneration due to any Receiver under or in connection with this deed;
 - 14.1.2 in or towards payment of the Secured Liabilities in any order and manner that the Security Trustee determines; and
 - 14.1.3 in payment of the surplus (if any) to the Chargor or other person entitled to it.

Appropriation

- 14.2 Neither the Security Trustee, any Receiver nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Liabilities.

Suspense account

- 14.3 All monies received by the Security Trustee, a Receiver or a Delegate under this deed:
- 14.3.1 may, at the discretion of the Security Trustee, Receiver or Delegate, be credited to any suspense or securities realised account;
 - 14.3.2 shall bear interest, if any, at the rate agreed in writing between the Security Trustee and the Chargor; and
 - 14.3.3 may be held in that account for so long as the Security Trustee, Receiver or Delegate thinks fit.

15. Costs and indemnity

Costs

- 15.1 The Chargor shall, within five Business Days of demand, pay to, or reimburse, the Security Trustee and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including,

without limitation, legal, printing and out-of-pocket expenses) incurred by the Security Trustee, any Receiver or any Delegate in connection with:

- 15.1.1 this deed or the Secured Assets;
- 15.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Security Trustee's, a Receiver's or a Delegate's rights under this deed; or
- 15.1.3 taking proceedings for, or recovering, any of the Secured Liabilities,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge, expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability at the rate and in the manner specified in the Facility Agreement.

Indemnity

15.2

- 15.2.1 The Chargor shall indemnify the Security Trustee, each other Finance Party, each Receiver and each Delegate, and their respective employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:
 - 15.2.1.1 the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;
 - 15.2.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
 - 15.2.1.3 any default or delay by the Chargor in performing any of its obligations under this deed.
- 15.2.2 Any past or present employee or agent may enforce the terms of this clause 15.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

16. Further assurance

The Chargor shall promptly, at its own expense, take whatever action the Security Trustee or any Receiver may reasonably require for:

- 16.1 creating, perfecting or protecting the security created or intended to be created by this deed;
- 16.2 facilitating the realisation of any of the Secured Assets; or
- 16.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Security Trustee or any Receiver in respect of any of the Secured Assets,

including, without limitation, the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form

part of) the Secured Assets (whether to the Security Trustee or to its nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, Security Trustee may consider necessary or desirable.

17. Power of attorney

Appointment of attorneys

- 17.1 By way of security, the Chargor irrevocably appoints the Security Trustee, every Receiver and every Delegate separately to be the attorney of that Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:
- 17.1.1 the Chargor is required to execute and do under this deed; or
- 17.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Security Trustee, any Receiver or any Delegate.

Ratification of acts of attorneys

- 17.2 The Chargor ratifies and confirm, and agree to ratify and confirm, anything that any of their attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 17.1.

18. Release

- 18.1 Subject to clause 25.3, at the end of the Security Period, the Security Trustee shall, at the request and cost of the Chargor, take whatever action is necessary to release the Secured Assets from the security constituted by this deed.
- 18.2 The Security Trustee may release or discharge the Chargor from this deed and may compound with or otherwise vary or agree to vary the liability of or to grant time or indulgence to or make other arrangements with any one or more of the same or any other person without prejudicing or affecting the rights and remedies of the Security Trustee against the others of the Chargor.

19. Assignment and transfer

Assignment by Security Trustee

- 19.1
- 19.1.1 At any time, without the consent of the Chargor, the Security Trustee may assign or transfer all or any of its rights and obligations under this deed.
- 19.1.2 The Security Trustee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor, the Secured Assets and this deed that the Security Trustee considers appropriate.

Assignment by Chargor

- 19.2 The Chargor may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

20. Set-off

Security Trustee's right of set-off

- 20.1 The Security Trustee may at any time set off any liability of the Chargor to the Security Trustee against any liability of the Security Trustee to the Chargor,

whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Security Trustee may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Security Trustee of its rights under this clause 20 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

No obligation to set off

- 20.2 The Security Trustee is not obliged to exercise its rights under clause 20.1. If, however, it does exercise those rights it must promptly notify the Chargor of the set-off that has been made.

21. Amendments, waivers and consents

Amendments

- 21.1 No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

Waivers and consents

21.2

- 21.2.1 A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- 21.2.2 A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Security Trustee shall be effective unless it is in writing.

Rights and remedies

- 21.3 The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

22. Severance

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

23. Counterparts

- 23.1 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

- 23.2 Transmission of the executed signature page of a counterpart of this deed by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this deed. If either method of delivery is adopted, without prejudice to the validity of the deed thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible thereafter.
- 23.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

24. Third party rights

- 24.1 Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 24.2 The rights of the parties to rescind or agree any amendment or waiver under this deed are not subject to the consent of any other person.

25. Further provisions

Independent security

- 25.1 This deed shall be in addition to, and independent of, any other security or guarantee that the Security Trustee may hold for any of the Secured Liabilities at any time. No prior security held by the Security Trustee over the whole or any part of the Secured Assets shall merge in the security created by this deed.

Continuing security

- 25.2 This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Security Trustee discharges this deed in writing.

Discharge conditional

- 25.3 Any release, discharge or settlement between the Chargor and the Lenders shall be deemed conditional on no payment or security received by the Security Trustee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded under any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement:
- 25.3.1 the Security Trustee or its nominee may retain this deed and the security created by or under it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Security Trustee deems necessary to provide the Security Trustee with security against any such avoidance, reduction or order for refund; and
- 25.3.2 the Security Trustee may recover the value or amount of such security or payment from the Chargor subsequently as if the release, discharge or settlement had not occurred.

Certificates

- 25.4 A certificate or determination by the Security Trustee as to any amount for the time being due to it from the Chargor shall be, in the absence of any manifest error, conclusive evidence of the amount due.

Consolidation

- 25.5 The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

26. Notices

Delivery

- 26.1 Any notice or other communication given to a party under or in connection with this deed shall be:
- 26.1.1 in writing;
 - 26.1.2 delivered by hand, by prepaid first-class post or other next working day delivery service or sent by electronic mail; and
 - 26.1.3 sent to each party at the address or electronic mail set out in the execution block below or to any other address or electronic mail as is notified in writing by one party to the other from time to time

Receipt by Chargor

- 26.2 Any notice or other communication that the Security Trustee gives to the Chargor shall be deemed to have been received:
- 26.2.1 if delivered by hand, at the time it is left at the relevant address;
 - 26.2.2 if posted by prepaid first-class post or other next working day delivery service, on the second Business Day after posting; and
 - 26.2.3 if sent by electronic mail, when transmitted.

A notice or other communication given as described in clause 26.2.1 or clause 26.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

Receipt by Security Trustee

- 26.3 Any notice or other communication given to the Security Trustee shall be deemed to have been received only on actual receipt.

27. Governing law and jurisdiction

Governing law

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

Jurisdiction

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

- 27.3 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly the Chargor will not argue to the contrary.
- 27.4 The Chargor irrevocably consents to any process in any legal action or proceedings under clause 27 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.
- 27.5 This clause 27 is for the benefit of the Finance Parties only. As a result, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, a Finance Party may take concurrent proceedings in a number of jurisdictions.

28. Execution as a deed

This document has been executed as a deed but is not delivered until it has been dated.

Schedule 1 Shares

<i>Chargor</i>	<i>Number of shares, stock and other securities</i>	<i>Name of issuing company</i>	<i>Description of shares, stock and other securities</i>
Britannia Investment Corp Limited	146,616	Britannia Global Estates Limited	Ordinary shares of £1 each

Schedule 2

Part 1: Form of notice to counterparties of Subordinated Debt Documents

From: [Chargor]

To: [counterparty]

[] 20[]

Dear Sirs

We refer to the [described relevant Subordinated Debt Document] (the **Agreement**). We hereby notify you that pursuant to an assignment of subordinated debt dated [] 20[] (the **Assignment**) we have assigned to [] (the **Security Trustee**) absolutely (subject to a proviso for reassignment on redemption) all our right, title, interest and benefit in and to the Agreement.

We further notify you that:

- 1.1 we may not agree to amend, modify or terminate the Agreement without the prior written consent of the Lender;
- 1.2 subject to paragraph 1.1 above you may continue to deal with us in relation to the Agreement until you receive written notice to the contrary from the Security Trustee (thereafter we will cease to have any right to deal with you in relation to the Agreement and therefore from that time you should deal only with the Security Trustee);
- 1.3 you are authorised to disclose information in relation to the Agreement to the Security Trustee on request;
- 1.4 you must pay all monies to which we are entitled under the Agreement direct to the Security Trustee (and not to us) unless the Security Trustee otherwise agrees in writing;
- 1.5 the provisions of this notice may only be revoked with the written consent of the Security Trustee.

Please sign and return the enclosed copy of this notice to the Security Trustee (with a copy to us) by way of confirmation that:

- (A) you agree to the terms set out in this notice and to act in accordance with its provisions; and
- (B) you have not received notice that we have assigned our rights under the Agreement to a third party or created any other interest (whether by way of security or otherwise) in the Agreement in favour of a third party.

This notice is governed by English law.

Yours faithfully

.....
for and on behalf of

[]

EXECUTION PAGE

Chargor

Executed as a deed by
BRITANNIA INVESTMENT CORP LIMITED
acting by ~~two~~ directors

or, a

in the presence of:

Director

Print name: *Juni Herma*

Director

Print name:

ANTHONY JOHNSTON
SOLICITOR

73-75 Mortimer Street, London W1W 7SQ

Notice details:

Address for notices:

Email:

FAO:

c/o Jaswal Johnston LLP, 73-75 Mortimer
Street, London, W1W 7SQ

tj@jjlaw.co.uk

Tony Johnston

Security Trustee

Executed as a deed by
LW STA 2 LIMITED acting by a director

Director

Print name: *Juni Herma*

In the presence of:

Witness' signature:

Witness' name:

Address:

Occupation:

Address:

Attention:

Email:

Interpark House, 7 Down Street, London,
United Kingdom, W1J 7AJ

Andy Gupta and Susannah Hunt
andy@londonwallgroup.com and
susannah@londonwallgroup.com

EXECUTION PAGE

Chargor

Executed as a deed by
BRITANNIA INVESTMENT CORP LIMITED
acting by two directors

Director.....

Print name:.....

Director.....

Print name:.....

Notice details:

Address for notices:

Email:

FAO:

c/o Jaswal Johnston LLP, 73-75 Mortimer
Street, London, W1W 7SQ

tj@jjlaw.co.uk

Tony Johnston

Security Trustee

Executed as a deed by
LW STA 2 LIMITED acting by a director

Director.....

Print name: **SAMUEL ARCHER**


In the presence of:

Witness' signature:

Witness' name:

Address:

Occupation:


.....
ANDY GUPTA
.....
7 DOWN STREET
.....
LONDON W1J 7AT
.....
UNDERWRITER
.....

Address:

Attention:

Email:

Interpark House, 7 Down Street, London,
United Kingdom, W1J 7AJ

Andy Gupta and Susannah Hunt
andy@londonwallgroup.com and
susannah@londonwallgroup.com