



Registration of a Charge

Company Name: **BRICS (OXNEY) LTD.**

Company Number: **12515855**



Received for filing in Electronic Format on the: **28/03/2023**

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Details of Charge

Date of creation: **27/03/2023**

Charge code: **1251 5855 0002**

Persons entitled: **OMNI PRIVATE INVESTMENTS LIMITED**

Brief description: **THE PROPERTY KNOWN TOGETHER AS: (A) THE FREEHOLD PROPERTY KNOWN AS BOSC VILLAGE DEVELOPMENT FORMING PART OF THE PROPERTY KNOWN AS LAND ON THE NORTH SIDE OF STATION ROAD, BORDON, AND BEING PART OF THE LAND REGISTERED AT THE LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER SH20786; AND (B) THE FREEHOLD PROPERTY KNOWN AS LAND ON THE NORTH SIDE OF OAKHANGER ROAD, BORDON AND BEING PART OF THE LAND REGISTERED AT THE LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBER SH55458. FOR MORE DETAILS OF THE ASSETS CHARGED PLEASE REFER TO THE INSTRUMENT.**

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: **CHARLOTTE SAXBY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12515855

Charge code: 1251 5855 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th March 2023 and created by BRICS (OXNEY) LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th March 2023 .

Given at Companies House, Cardiff on 30th March 2023

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



Companies House



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

DATED 27th March **2023**

- (1) BRICS (OXNEY) LTD. as Borrower**
- (2) OMNI PRIVATE INVESTMENTS LIMITED as Chargee**

DEBENTURE

**THIS DEBENTURE IS SUBJECT TO THE TERMS OF THE INTERCREDITOR AGREEMENT (AS
DEFINED HEREIN)**

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THIS DEED is dated

27th March

2023

PARTIES

- (1) **BRICS (OXNEY) LTD.** incorporated and registered in England and Wales with company number 12515855 whose registered office is at 3rd Floor, 22 Old Bond Street, London, England, W1S 4PY (the **Borrower**); and
- (2) **OMNI PRIVATE INVESTMENTS LIMITED** registered in England and Wales with company number 12590975 whose registered office is at 3rd Floor, 22 Old Bond Street, London, England, W1S 4PY (the **Chargee**).

BACKGROUND

- (A) The Chargee has agreed, pursuant to the Facility Letter, to provide the Borrower with loan facilities on a secured basis.
- (B) Under this deed, the Borrower has granted security in favour of the Chargee for the loan facilities made available under the Facility Letter.
- (C) The priority of the security contained in this deed is subject to the Intercreditor Agreement.

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this deed.

Administrator: an administrator appointed to manage the affairs, business and property of the Borrower pursuant to clause 13.8.

Book Debts: all present and future book and other debts, and monetary claims due or owing to the Borrower, and the benefit of all security, guarantees and other rights of any nature enjoyed or held by the Borrower in relation to any of them.

Business Day: a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

Charged Property: any freehold, leasehold or commonhold property the subject of the security constituted by this Deed and references to "**Charged Property**" shall include references to the whole or any part or part of it.

Delegate: any person appointed by the Chargee or any Receiver pursuant to clause 18 and any person appointed as attorney of the Chargee, Receiver or Delegate.

Designated Account: any account of the Borrower nominated by the Chargee as a designated account for the purposes of this deed.

Environment: the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

Environmental Law: all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.

Environmental Licence: any authorisation, permit or licence necessary under Environmental Law in respect of any Secured Assets.

Equipment: all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions.

Event of Default: has the meaning given to that expression in the Facility Letter.

Facility Letter: the facility letter dated on or about the date hereof and made between the Borrower and the Chargee (as lender).

Finance Documents: the Facility Letter, the Share Charge, this deed and the Intercreditor Agreement.

Finance Parties: has the meaning given to that expression in the Senior Facility Agreement.

Financial Collateral: shall have 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).

Insurance Policy: each contract and policy of insurance effected or maintained by the Borrower from time to time in respect of its assets or business (including, without limitation, any contract or policy of insurance relating to the Charged Properties or the Equipment).

Intellectual Property: the Borrower's present and future patents, trademarks, service marks, trade names, designs, copyrights, inventions, topographical or similar rights, confidential information and know-how and any interest in any of these rights, whether or not registered, including all applications and rights to apply for registration and all fees, royalties and other rights derived from, or incidental to, these rights.

Intercreditor Agreement: the intercreditor agreement dated on or around the date of this deed and entered into between (amongst others) the Chargee, the Borrower, the Senior Security Holder and the Secretary of State for Defence.

Investments: all present and future certificated stocks, shares, loan capital, securities, bonds and investments (whether or not marketable) for the time being owned (at law or in equity) by the Borrower, including any:

- (a) dividend, interest or other distribution paid or payable in relation to any of the Investments; and
- (b) right, money, shares or property accruing, offered or issued at any time in relation to any of the Investments by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

Lender: has the meaning given to that expression in the Facility Letter.

LPA 1925: the Law of Property Act 1925.

Obligor: has the meaning given to that expression in the Facility Letter.

Prior Ranking Security: the Senior Debenture and Second Debenture.

Prior Security Discharge Date: the later of the Senior Discharge Date and the Second Charge Final Payment Date.

Receiver: a receiver or a receiver and manager or administrative receiver of any or all of the Secured Assets appointed by the Chargee under clause 16.

Relevant Agreement: means each and all of the following both present and future:

- (a) any development documents entered into with the approval of the Chargee including without limitation all building contracts and appointments or related documents including any collateral warranties provided to the Borrower;
- (b) each contract in respect of any disposal of any Secured Asset;
- (c) any lease of Charged Property;
- (d) any managing agents' agreements; and
- (e) all other agreements in which the Borrower has an interest,

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

Second Charge Final Payment Date: has the meaning given to that expression in the Intercreditor Agreement.

Second Debenture: the debenture dated on or around the date of this Deed and entered into between BRICS Development Limited and the Secretary of State for Defence.

Secured Assets: all the assets, property and undertaking of the Borrower which are, or are expressed to be, subject to the 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 any Obligor to the Chargee, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Finance Documents or this deed together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.

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 Financial Collateral Arrangement: shall have the meaning given to that expression in the Financial Collateral Regulations.

Security Period: the period starting on the date of this deed and ending on the date on which the Chargee 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.

Senior Debenture: the debenture dated on or around the date of this Deed and entered into between the Borrower and the Senior Security Holder.

Senior Discharge Date: has the meaning given to that expression in the Intercreditor Agreement.

Senior Facility Agreement: the development loan facility dated on or around the date of this Deed and entered into between the Senior Security Holder (as security trustee for the Finance Parties) and the Borrower.

Senior Security Holder: Downing LLP (as security agent and trustee for itself and the Finance Parties).

Share Charge: the share charge dated on or about the date hereof and made between the BRICS Development Limited and the Chargee.

1.2 Interpretation

- 1.2.1 reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;
- 1.2.2 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.3 unless the context otherwise requires, words in the singular include the plural and in the plural include the singular;
- 1.2.4 a reference to a clause or Schedule is to a clause of, or Schedule to, this deed, unless the context otherwise requires;
- 1.2.5 a reference to continuing in relation to an Event of Default means an Event of Default which has not been remedied or waived;
- 1.2.6 a reference to **this deed** (or any provision of it) or any other agreement or document referred to in this deed shall be construed as a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;
- 1.2.7 a reference to a person shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or any agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.8 a reference to an amendment includes a novation, re-enactment, supplement, replacement, restatement, extension or variation (and amended shall be construed accordingly);
- 1.2.9 a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description;
- 1.2.10 a reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 1.2.11 a reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.2.12 a reference to determines or determined means, unless the contrary is indicated, a determination made at the discretion of the person making it;

- 1.2.13 a reference to a party shall include that party's successors, permitted transferees and permitted assigns and this deed shall be binding on and enure to the benefit of the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.14 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.15 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.16 a reference to writing or written includes fax but not email;
- 1.2.17 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.18 clause and schedule headings shall not affect the interpretation of this deed; and
- 1.2.19 this deed and the Borrower's obligations under this deed are subject to the terms of the Intercreditor Agreement.

1.3 **Clawback**

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

1.4 **Nature of security over real property**

A reference in this deed to a charge or mortgage of or over any Charged Property includes:

- 1.4.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of that Charged Property at any time;
- 1.4.2 the proceeds of the sale of any part of that Charged Property and any other monies paid or payable in respect of or in connection with that Charged Property;
- 1.4.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Charged Property, and any monies paid or payable in respect of those covenants; and
- 1.4.4 all rights under any licence, agreement for sale or agreement for lease in respect of that Charged Property.

1.5 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Letter and of any side letters between any parties in relation to the Facility Letter are incorporated into this deed.

1.6 **Perpetuity period**

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).

1.7 Schedules

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.

2 COVENANT TO PAY

2.1 The Borrower shall, on demand, pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

2.2 All the security created under this deed:

2.2.1 is created in favour of the Chargee;

2.2.2 is created over present and future assets; and

2.2.3 is security for the payment of all Secured Liabilities.

3 GRANT OF SECURITY

3.1 Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Chargee, by way of first legal mortgage, all estates or interests in any freehold, leasehold, or commonhold property now owned by it, including the real property (if any) specified in Schedule 1.

3.2 Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Chargee by way of first fixed charge:

3.2.1 all present and future estates or interests of the Borrower in, or over any freehold or leasehold or commonhold property (other than any such property effectively mortgaged under clause 3.1);

3.2.2 the benefit of all other contracts, guarantees, appointments and warranties relating to each Charged Property and other documents to which the Borrower is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of any Charged Property or otherwise relating to any Charged Property (including, in each case, but without limitation, the right to demand and receive all monies whatever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatever accruing to or for its benefit arising from any of them);

3.2.3 all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business or the use of any Secured Asset, and all rights in connection with them;

3.2.4 all its present and future goodwill;

- 3.2.5 all its uncalled capital;
- 3.2.6 all the Equipment;
- 3.2.7 all the Intellectual Property;
- 3.2.8 all the Book Debts;
- 3.2.9 all the Investments;
- 3.2.10 all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person (including each Designated Account), together with all other rights and benefits accruing to or arising in connection with each account (including, but not limited to, entitlements to interest);
- 3.2.11 all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy to the extent not effectively assigned under clause 3.3; and
- 3.2.12 all its rights in respect of each Relevant Agreement and all other agreements, instruments and rights relating to the Secured Assets to the extent not effectively assigned under clause 3.3.

3.3 **Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Chargee absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- 3.3.1 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and
- 3.3.2 the benefit of each Relevant Agreement and the benefit of all other agreements, instruments and rights relating to the Secured Assets.

3.4 **Floating charge**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Chargee, by way of first floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1 to clause 3.3 inclusive.

3.5 **Qualifying floating charge**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 3.4.

3.6 **Automatic crystallisation of floating charge**

The floating charge created by clause 3.4 shall automatically and immediately (without notice) convert into a fixed charge over the assets subject to that floating charge if:

- 3.6.1 the Borrower:
 - (a) creates, or attempts to create, without the prior written consent of the Chargee, a Security or a trust in favour of another person over all or any part of the

Secured Assets (except as expressly permitted by the terms of this deed, the Intercreditor Agreement or the Facility Letter); or

- (b) disposes, or attempts to dispose of, all or any part of the Secured Assets (other than Secured Assets that are only subject to the floating charge while it remains uncrystallised);

3.6.2 any person levies (or attempts to levy) any distress, attachment, execution or other process against all or any part of the Secured Assets; or

3.6.3 a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Borrower.

3.7 Crystallisation of floating charge by notice

Except as provided in clause 3.9, the Chargee may, in its sole discretion, at any time and by written notice to the Borrower, convert the floating charge created under this deed into a fixed charge as regards any part of the Secured Assets specified by the Chargee in that notice.

3.8 Assets acquired after any floating charge has crystallised

Any asset acquired by the Borrower after any crystallisation of the floating charge created under this deed that, but for that crystallisation, would be subject to a floating charge under this deed, shall (unless the Chargee confirms otherwise to the Borrower in writing) be charged to the Chargee by way of first fixed charge.

3.9 Part A1 moratorium

3.9.1 Subject to clause 3.9.2 below, the floating charge created by clause 3.4 may not be converted into a fixed charge solely by reason of obtaining a moratorium (or anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986.

3.9.2 Clause 3.9.1 above does not apply to any floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

4 LIABILITY OF THE BORROWER

4.1 Liability not discharged

The Borrower'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 Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;

4.1.2 the Chargee 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 Borrower.

4.2 Immediate recourse

The Borrower waives any right it may have to require the Chargee 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 Borrower.

5 REPRESENTATIONS AND WARRANTIES

5.1 Representations and warranties

The Borrower makes the representations and warranties set out in this clause 5 to the Chargee.

5.2 No Event of Default

No Event of Default has occurred or is continuing, or is likely to result from the entry into, the performance of, or any transaction contemplated by this deed.

5.3 Ownership of Secured Assets

The Borrower is the sole legal and beneficial owner of and has good, valid and marketable title to, the Secured Assets.

5.4 No Security

Except as expressly allowed under the Facility Letter, the Intercreditor Agreement or this deed, the Secured Assets are free from any Security.

5.5 No adverse claims

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

5.6 No adverse covenants

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

5.7 No breach of laws

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

5.8 No interference in enjoyment

No facility necessary for the enjoyment and use of the Secured Assets is subject to terms entitling any person to terminate or curtail its use.

5.9 No overriding interests

Save for any Security referred to in the Intercreditor Agreement, nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Charged Property.

5.10 Avoidance of security

No Security expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

5.11 No Prohibitions or Breaches

There is no prohibition on assignment by the Borrower of any of its rights in any Insurance Policy or Relevant Agreement and the entry into this deed by the Borrower does not, and will not, constitute a breach of any Insurance Policy, Relevant Agreement or any other policy, agreement, document, instrument or obligation binding on the Borrower or its assets.

5.12 Environmental compliance

The Borrower has, at all times, complied in all material respects with all applicable Environmental Law and Environmental Licences.

5.13 Enforceable security

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

5.14 Investments

5.14.1 The Investments are fully paid and are not subject to any option to purchase or similar rights.

5.14.2 No constitutional document of an issuer of an Investment, nor any other agreement:

- (a) restricts or inhibits any transfer of the Investments on creation or enforcement of the security constituted by this deed; or
- (b) contains any rights of pre-emption in relation to the Investments.

5.14.3 The Borrower has complied with all notices relating to all or any of the Investments received by it pursuant to sections 790D and 790E of the Companies Act 2006.

5.14.4 No warning notice has been issued under paragraph 1(2) of Schedule 1B of the Companies Act 2006, and no restrictions notice has been issued under paragraph 1(3) of Schedule 1B of the Companies Act 2006, in respect of all or any of the Investments.

5.15 Times for making representations and warranties

The representations and warranties set out in clause 5.2 to clause 5.14 are made by the Borrower on the date of this deed and the representations and warranties contained in clause 5.2 to clause 5.14 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6 GENERAL COVENANTS

6.1 Negative pledge and disposal restrictions

The Borrower shall not at any time, except with the prior written consent of the Chargee:

- 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 and any other Security permitted by the Intercreditor Agreement;
- 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 (except, in the ordinary course of business, Secured Assets that are only subject to an uncrystallised floating charge); 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.

6.2 Preservation of Secured Assets

The Borrower 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 Chargee, or materially diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.3 Compliance with laws and regulations

6.3.1 The Borrower shall not, without the Chargee's prior written consent, use or permit the Secured Assets to be used in any way contrary to law.

6.3.2 The Borrower shall:

- (a) comply with the requirements of any laws and regulations relating to or affecting the Secured Assets or the use of them or any part of them;
- (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Secured Assets or their use or that are necessary to preserve, maintain or renew any Secured Asset; and
- (c) promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Secured Assets.

6.4 Enforcement of rights

The Borrower shall use its best endeavours to:

6.4.1 procure the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Borrower and forming part of the Secured Assets of the covenants and other obligations imposed on the Borrower's counterparties (including each counterparty in respect of each insurer in respect of an Insurance Policy); and

6.4.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets that the Chargee may require from time to time.

6.5 Notice of misrepresentation and breaches

The Borrower shall, promptly on becoming aware of any of the same, give the Chargee notice 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.

6.6 Title documents

After the Prior Security Discharge Date, the Borrower shall, unless otherwise required by the Chargee, deposit with the Chargee and the Chargee shall, for the duration of this deed be entitled to hold:

- 6.6.1 all deeds and documents of title relating to the Secured Assets that are in the possession or control of the Borrower (and if these are not within the possession or control of the Borrower, the Borrower undertakes to obtain possession of all these deeds and documents of title);
- 6.6.2 all Insurance Policies and any other insurance policies relating to any of the Secured Assets that the Borrower is entitled to possess;
- 6.6.3 all deeds and documents of title (if any) relating to the Book Debts as the Chargee may specify from time to time; and
- 6.6.4 a copy of each Relevant Agreement, certified to be a true copy by either a director of the Borrower or by the Borrower's solicitors.

6.7 Insurance

- 6.7.1 The Borrower shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, either procure that the landlord insures and keeps insured or, if and to the extent that the landlord does not do so, itself insure and keep insured) the Secured Assets against:
 - (a) loss or damage by fire or terrorist acts, including any third party liability arising from such acts;
 - (b) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and
 - (c) any other risk, perils and contingencies as the Chargee may reasonably require.

Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Chargee, and must be for not less than the replacement value of the relevant Secured Assets.

- 6.7.2 The Borrower shall, if requested by the Chargee, produce to the Chargee each policy, certificate or cover note relating to the insurance required by clause 6.7.1 (or where, in the case of any leasehold property, that insurance is effected by the landlord, such evidence of insurance as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease).
- 6.7.3 The Borrower shall, if requested by the Chargee, procure that a note of the Chargee's interest is endorsed upon each insurance policy maintained by it or any person on its behalf in accordance with clause 6.7.1 and that the terms of each such insurance policy require the insurer not to invalidate the policy as against the Chargee by reason of the act or default of any other joint or named insured and not to cancel it without giving at least 30 days' prior written notice to the Chargee.

6.8 Insurance premiums

The Borrower shall:

- 6.8.1 promptly pay all premiums in respect of each insurance policy maintained by it in accordance with clause 6.7.1 and do all other things necessary to keep that policy in full force and effect; and

6.8.2 (if the Chargee so requires) produce to, or (after the Prior Security Discharge Date) deposit with, the Chargee the receipts for all premiums and other payments necessary for effecting and keeping up each insurance policy maintained by it in accordance with clause 6.7.1.

6.9 No invalidation of insurance

The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any insurance policy maintained by it in accordance with clause 6.7.1.

6.10 Proceeds of insurance policies

Subject to the terms of the Intercreditor Agreement, all monies received or receivable by the Borrower under any insurance policy maintained by it in accordance with clause 6.7.1 (including all monies received or receivable by it under any Insurance Policy) at any time (whether or not the security constituted by this deed has become enforceable) shall:

6.10.1 immediately be paid to the Chargee;

6.10.2 if they are not paid directly to the Chargee by the insurers, be held by the Borrower as trustee of the same for the benefit of the Chargee (and the Borrower shall account for them to the Chargee); and

6.10.3 at the option of the Chargee, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities.

6.11 Notices To Be Given By The Borrower

The Borrower shall following the Prior Security Discharge Date :

6.11.1 unless otherwise agreed by the Chargee, as so requested by the Chargee from time to time:

(a) give notice to each counterparty to a Relevant Agreement in the form set out in Part 1 of Schedule 2; and

(b) procure that each counterparty provides to the Chargee promptly an acknowledgement of the notice in the form set out in Part 2 of Schedule 2;

6.11.2 unless otherwise agreed by the Chargee, as so requested by the Chargee from time to time:

(a) give notice to each insurer under an Insurance Policy in the form set out in Part 1 of Schedule 3; and

(b) procure that each insurer provides to the Chargee promptly an acknowledgement of the notice in the form set out in Part 2 of Schedule 3; and

6.11.3 unless otherwise agreed by the Chargee, as so requested by the Chargee from time to time:

(a) give notice to each bank, financial institution or other person (other than the Chargee) with whom the Borrower holds an account (including each Designated Account) in the form set out in Part 1 of Schedule 4; and

- (b) procure that each such bank, financial institution or other person provides to the Chargee promptly an acknowledgement of the notice in the form of Part 2 of Schedule 4.

6.12 Information

The Borrower shall:

- 6.12.1 give the Chargee such information concerning the location, condition, use and operation of the Secured Assets as the Chargee may require;
- 6.12.2 permit any persons designated by the Chargee and any Receiver to enter on its premises and inspect and examine any Secured Asset, and the records relating to that Secured Asset, at all reasonable times and on reasonable prior notice; and
- 6.12.3 promptly notify the Chargee in writing of any action, claim, notice or demand made by or against it in connection with any Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Borrower's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Chargee's prior approval, implement those proposals at its own expense.

6.13 Payment of outgoings

The Borrower shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Secured Assets and, on demand, produce evidence of payment to the Chargee.

6.14 Appointment of accountants

6.14.1 The Borrower shall:

- (a) at its own cost, if at any time so required by the Chargee, appoint an accountant or firm of accountants nominated by the Chargee to investigate the financial affairs of the Borrower and report to the Chargee; and
- (b) co-operate fully with any accountants so appointed and immediately provide those accountants with all information requested.

6.14.2 The Borrower authorises the Chargee to make an appointment as it shall think fit at any time, without further authority from the Borrower. In every case, the Borrower shall pay, or reimburse the Chargee for, the fees and expenses of those accountants.

7 PROPERTY COVENANTS

7.1 Maintenance

The Borrower shall keep all premises and all fixtures and fittings on each Charged Property in good and substantial repair and condition.

7.2 Preservation of Charged Property, fixtures and Equipment

The Borrower shall not, without the prior written consent of the Chargee:

- 7.2.1 pull down or remove the whole, or any part of, any building forming part of any Charged Property or permit the same to occur;

- 7.2.2 make or permit any alterations to any Charged Property, or sever or remove, or permit to be severed or removed, any of its fixtures or fittings; or
- 7.2.3 remove or make any alterations to any of the Equipment belonging to, or in use by, the Borrower on any Charged Property (except to effect necessary repairs or replace them with new or improved models or substitutes).

7.3 Conduct of business on Charged Properties

The Borrower shall carry on its trade and business on those parts (if any) of the Charged Properties as are used for the purposes of trade or business in accordance with the standards of good management from time to time current in that trade or business.

7.4 Notices or claims relating to the Property

7.4.1 The Borrower shall:

- (a) give full particulars to the Chargee of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public or local body or authority (**Notice**) that specifically applies to any Charged Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and
- (b) (if the Chargee so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Chargee in making, any objections or representations in respect of that Notice that the Chargee may desire.

7.4.2 The Borrower shall give full particulars to the Chargee of any claim, notice or other communication served on it in respect of any notification, suspension or revocation of any Environmental Licence of any alleged breach of any Environmental Law, in each case relating to any Charged Property.

7.5 Compliance with covenants and payment of rent

The Borrower shall:

- 7.5.1 observe and perform all covenants, stipulations and conditions to which each Charged Property, or the use of it, is or may be subjected, and (if the Chargee so requires) produce to the Chargee evidence sufficient to satisfy the Chargee that those covenants, stipulations and conditions have been observed and performed;
- 7.5.2 diligently enforce all covenants, stipulations and conditions benefiting each Charged Property and shall not (and shall not agree to) waive, release or vary any of the same; and
- 7.5.3 (without prejudice to the generality of the foregoing) where a Charged Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time, and perform and observe all the tenant's covenants and conditions.

7.6 Payment of rent and outgoings

The Borrower shall:

- 7.6.1 where a Charged Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and

- 7.6.2 pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on each Charged Property or on its occupier.

7.7 Registration restrictions

- 7.7.1 If the title to any Charged Property is not registered at the Land Registry, the Borrower shall procure that no person (other than itself) shall be registered under the Land Registration Act 2002 as proprietor of all or any part of any Charged Property without the prior written consent of the Chargee.
- 7.7.2 Whether or not title to any Charged Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Borrower's title to any Charged Property, the Borrower shall immediately provide the Chargee with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this deed, the Borrower shall immediately, and at its own expense, take such steps as the Chargee may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.
- 7.7.3 The Borrower shall be liable for the costs and expenses of the Chargee in lodging cautions against the registration of the title to the whole or any part of any Charged Property from time to time.

7.8 Development restrictions

Except as expressly allowed under the Facility Letter the Borrower shall not, without the prior written consent of the Chargee:

- 7.8.1 make or, insofar as it is able, permit others to make any application for planning permission or development consent in respect of any Charged Property; or
- 7.8.2 carry out, or permit, or suffer to be carried out on any Property any development as defined in the Town and Country Planning Act 1990 and the Planning Act 2008, or change or permit or suffer to be changed the use of any Charged Property.

7.9 Environment

The Borrower shall in respect of each Charged Property:

- 7.9.1 comply with all the requirements of Environmental Law both in the conduct of its general business and in the management, possession or occupation of each Property; and
- 7.9.2 obtain and comply with all Environmental Licences.

7.10 No restrictive obligations

The Borrower shall not, without the prior written consent of the Chargee, enter into any onerous or restrictive obligations affecting the whole or any part of any Charged Property, or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of any Charged Property.

7.11 Proprietary rights

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Charged Property without the prior written consent of the Chargee.

7.12 Inspection

The Borrower shall permit the Chargee, any Receiver and any person appointed by either of them to enter on and inspect any Charged Property on reasonable prior notice.

7.13 Property information

The Borrower shall inform the Chargee promptly of any acquisition by the Borrower of, or contract made by the Borrower to acquire, any freehold, leasehold or other interest in any property.

7.14 VAT option to tax

The Borrower shall not, without the prior written consent of the Chargee:

7.14.1 exercise any VAT option to tax in relation to any Charged Property; or

7.14.2 revoke any VAT option to tax exercised, and disclosed to the Chargee, before the date of this deed.

7.15 Registration at the Land Registry

The Borrower consents to an application being made by the Chargee to the Land Registrar for the following restriction in Form P to be registered against its title to each Charged Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] 2022 in favour of [] referred to in the charges register or their conveyancer."

7.16 Further advances

The Chargee confirms on behalf of the Lenders (without personal liability) that each Lender will perform its obligations to make advances under the Facility Letter (including any obligation to make available further advances).

7.17 Leases and licences affecting the Charged Property

The Borrower shall not, without the prior written consent of the Chargee:

7.17.1 grant any licence or tenancy affecting the whole or any part of any Charged Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);

7.17.2 in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of any Charged Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property);

7.17.3 let any person into occupation, or share occupation, of the whole or any part of any Charged Property; or

7.17.4 grant any consent or licence under any lease or licence affecting any Charged Property.

8 INVESTMENTS COVENANTS

8.1 Deposit of title documents

8.1.1 The Borrower shall:

(a) after the Prior Security Discharge Date,, deposit with the Chargee, or as the Chargee may direct, all stock or share certificates and other documents of title or evidence of ownership relating to any Investments owned by the Borrower at that time; and

(b) on the purchase or acquisition by it of Investments after the Prior Security Discharge Date,, deposit with the Chargee, or as the Chargee may direct, all stock or share certificates and other documents of title or evidence of ownership relating to those Investments.

8.1.2 At the same time as depositing documents with the Chargee, or as the Chargee may direct, in accordance with clause 8.1.1, the Borrower shall also with the Chargee, or as the Chargee may direct:

(a) all stock transfer forms relating to the relevant Investments duly completed and executed by or on behalf of the Borrower, but with the name of the transferee, the consideration and the date left blank; and

(b) any other documents (in each case duly completed and executed by or on behalf of the Borrower) that the Chargee 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 a legal title to, or to perfect its security interest in any of the relevant Investments,

so that the Chargee may, at any time and without notice to the Borrower, complete and present those stock transfer forms and other documents to the issuer of the Investments for registration.

8.2 Nominations

8.2.1 The Borrower shall terminate with immediate effect all nominations it may have made (including, without limitation, any nomination made under section 145 or section 146 of the Companies Act 2006) in respect of any Investments and, pending that termination, procure that any person so nominated:

(a) does not exercise any rights in respect of any Investments without the prior written approval of the Chargee; and

(b) immediately on receipt by it, forward to the Chargee all communications or other information received by it in respect of any Investments for which it has been so nominated.

- 8.2.2 The Borrower shall not, during the Security Period, exercise any rights (including, without limitation, any rights under sections 145 and 146 of the Companies Act 2006) to nominate any person in respect of any of the Investments.

8.3 Additional registration obligations

The Borrower shall:

- 8.3.1 obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of an issuer of any Investments, for the transfer of the Investments to the Chargee or its nominee, or to a purchaser on enforcement of the security constituted by this deed; and
- 8.3.2 procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of each issuer of the Investments in any manner that the Chargee may require in order to permit the transfer of the Investments to the Chargee or its nominee, or to a purchaser on enforcement of the security constituted by this deed.

8.4 Dividends and voting rights before enforcement

- 8.4.1 Before the security constituted by this deed becomes enforceable, the Borrower may retain and apply for its own use all dividends, interest and other monies paid or payable in respect of the Investments and, if any are paid or payable to the Chargee or any of its nominees, the Chargee will hold all those dividends, interest and other monies received by it for the Borrower and will pay them to the Borrower promptly on request.
- 8.4.2 Before the security constituted by this deed becomes enforceable, the Borrower may exercise all voting and other rights and powers in respect of the Investments or, if any of the same are exercisable by the Chargee of any of its nominees, to direct in writing the exercise of those voting and other rights and powers provided that:
- (a) it shall not do so in any way that would breach any provision of the Facility Letter or this deed or for any purpose inconsistent with the Facility Letter or this deed; and
 - (b) the exercise of, or the failure to exercise, those voting rights or other rights and powers would not, in the Chargee's opinion, have an adverse effect on the value of the Investments or otherwise prejudice the Chargee's security under this deed.
- 8.4.3 The Borrower shall indemnify the Chargee against any loss or liability incurred by the Chargee (or its nominee) as a consequence of the Chargee (or its nominee) acting in respect of the Investments at the direction of the Borrower.
- 8.4.4 The Chargee 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 Investments that the Chargee considers prejudicial to, or impairing the value of, the security created by this deed.

8.5 Dividends and voting rights after enforcement

After the security constituted by this deed has become enforceable:

8.5.1 all dividends and other distributions paid in respect of the Investments and received by the Borrower shall be held by the Borrower on trust for the Chargee and immediately paid into a Designated Account or, if received by the Chargee, may be retained by the Chargee in accordance with clause 19.1; and

8.5.2 all voting and other rights and powers attaching to the Investments shall be exercised by, or at the direction of, the Chargee and the Borrower shall, and shall procure that its nominees shall, comply with any directions the Chargee may give, in its absolute discretion, concerning the exercise of those rights and powers.

8.6 Calls on Investments

Notwithstanding the security created by this deed, the Borrower shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any of the Investments. The Borrower acknowledges that the Chargee shall not be under any liability in respect of any such calls, instalments or other payments.

8.7 No alteration of constitutional documents or rights attaching to Investments

The Borrower shall not, without the prior written consent of the Chargee, amend, or agree to the amendment of:

8.7.1 the memorandum or articles of association, or any other constitutional documents, of any issuer of the Investments that is not a public company; or

8.7.2 the rights or liabilities attaching to, or conferred by all or any of the Investments.

8.8 Preservation of Investments

The Borrower shall ensure (as far as it is able to by the exercise of all voting rights, powers of control and other means available to it) that any issuer of any of the Investments (that is not a public company) shall not:

8.8.1 consolidate or subdivide any of the Investments, or reduce or re-organise its share capital in any way;

8.8.2 issue any new shares or stock; or

8.8.3 refuse to register any transfer of any of its Investments that may be lodged for registration by, or on behalf of, the Chargee or the Borrower in accordance with this deed.

8.9 Investments information

The Borrower shall, promptly following receipt, send to the Chargee copies of any notice, circular, report, accounts and any other document received by it that relates to the Investments.

8.10 Compliance With Requests For Information

The Borrower shall promptly send a copy to the Chargee 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 Investments. If it fails to do so, the Chargee may elect to provide such information as it may have on behalf of the Borrower.

9 EQUIPMENT COVENANTS

9.1 Maintenance of Equipment

The Borrower shall:

- 9.1.1 maintain the Equipment in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;
- 9.1.2 at its own expense, renew and replace any parts of the Equipment when they become obsolete, worn out or damaged with parts of a similar quality and of equal or greater value; and
- 9.1.3 not permit any Equipment to be:
 - (a) used or handled other than by properly qualified and trained persons; or
 - (b) overloaded or used for any purpose for which it is not designed or reasonably suitable.

9.2 Payment of Equipment taxes

The Borrower shall promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Equipment and, on demand, produce evidence of such payment to the Chargee.

9.3 Notice of charge

The Borrower:

- 9.3.1 shall, if so requested by the Chargee, affix to and maintain on each item of Equipment in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF CHARGE

This [DESCRIBE ITEM] and all additions to it and ancillary equipment are subject to a fixed charge dated [DATE] in favour of []"
- 9.3.2 shall not, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed in accordance with clause 9.3.1.

10 BOOK DEBTS COVENANTS

10.1 Realising Book Debts

- 10.1.1 The Borrower shall as an agent for the Chargee, collect in and realise all Book Debts, pay the proceeds into a Designated Account immediately on receipt and, pending that payment, hold those proceeds in trust for the Chargee;
- 10.1.2 The Borrower shall not, without the prior written consent of the Chargee, withdraw any amounts standing to the credit of any Designated Account; and
- 10.1.3 The Borrower shall, if called on to do so by the Chargee, execute a legal assignment of the Book Debts to the Chargee on such terms as the Chargee may require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

10.2 Preservation of Book Debts

The Borrower shall not (except as provided by clause 10.1 or with the prior written consent of the Chargee) release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Book Debts.

11 RELEVANT AGREEMENTS COVENANTS

11.1 Relevant Agreements

11.1.1 The Borrower shall, unless the Chargee agrees otherwise in writing, comply with the terms of each Relevant Agreement and any other document, agreement or arrangement comprising the Secured Assets.

11.1.2 The Borrower shall not, unless the Chargee agrees otherwise in writing:

- (a) amend or vary or agree to any change in, or waive any requirement of or its rights under;
- (b) settle, compromise, terminate, rescind or discharge (except by performance); or
- (c) abandon, waive, dismiss, release or discharge any action, claim or proceedings against any counterparty to a Relevant Agreement or other person in connection with,

any Relevant Agreement or any other document, agreement or arrangement comprising the Secured Assets.

12 INTELLECTUAL PROPERTY COVENANTS

12.1 Preservation of rights

The Borrower shall take all necessary action to safeguard and maintain present and future rights in, or relating to, the Intellectual Property including (without limitation) by observing all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

12.2 Registration of Intellectual Property

The Borrower shall use all reasonable efforts to register applications for the registration of any Intellectual Property, and shall keep the Chargee informed of all matters relating to each such registration.

12.3 Maintenance of Intellectual Property

The Borrower shall not permit any Intellectual Property to be abandoned, cancelled or to lapse.

13 POWERS OF THE CHARGE

13.1 Power to remedy

13.1.1 The Chargee shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed.

13.1.2 The Borrower irrevocably authorises the Chargee and its agents to do all things that are necessary or desirable for that purpose.

- 13.1.3 Any monies expended by the Chargee in remedying a breach by the Borrower of its obligations contained in this deed shall be reimbursed by the Borrower to the Chargee on a full indemnity basis and shall carry interest in accordance with clause 20.1.

13.2 Exercise of rights

- 13.2.1 The rights of the Chargee under clause 13.1 are without prejudice to any other rights of the Chargee under this deed.
- 13.2.2 The exercise of any rights of the Chargee under this deed shall not make the Chargee liable to account as a mortgagee in possession.

13.3 Power to dispose of chattels

- 13.3.1 Subject to the terms of the Intercreditor Agreement, at any time after the security constituted by this deed has become enforceable, the Chargee or any Receiver may, as agent for the Borrower, dispose of any chattels or produce found on any Charged Property.
- 13.3.2 Without prejudice to any obligation to account for the proceeds of any disposal made under clause 13.3.1, the Borrower shall indemnify the Chargee and any Receiver against any liability arising from any disposal made under clause 13.3.1.

13.4 Chargee has Receiver's powers

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 Chargee 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.

13.5 Conversion of currency

- 13.5.1 For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Chargee may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 13.5) from their existing currencies of denomination into any other currencies of denomination that the Chargee may think fit.
- 13.5.2 Any such conversion shall be effected at the Barclays Bank plc then prevailing spot selling rate of exchange for such other currency against the existing currency.
- 13.5.3 Each reference in this clause 13.5 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.

13.6 New accounts

Subject to the requirements of the Prior Ranking Security:

- 13.6.1 If the Chargee receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Chargee may open a new account for the Borrower in the Chargee's books. Without prejudice to the Chargee's right to combine accounts, no money paid to the credit of the Borrower in

any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

13.6.2 If the Chargee does not open a new account immediately on receipt of the notice, or deemed notice, under clause 13.6.1, then, unless the Chargee gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Chargee shall be treated as having been credited to a new account of the Borrower 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 Chargee.

13.7 Indulgence

The Chargee 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 any such person is jointly liable with the Borrower) 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 Borrower for the Secured Liabilities.

13.8 Appointment of an Administrator

13.8.1 The Chargee may, without notice to the Borrower, appoint any one or more persons to be an Administrator of the Borrower pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this deed becomes enforceable.

13.8.2 Any appointment under this clause 13.8 shall:

- (a) be in writing signed by a duly authorised signatory of the Chargee; and
- (b) take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986.

13.8.3 The Chargee may apply to the court for an order removing an Administrator from office and may by notice in writing in accordance with this clause 13.8 appoint a replacement for any Administrator who has died, resigned, been removed or who has vacated office upon ceasing to be qualified.

14 WHEN SECURITY BECOMES ENFORCEABLE

14.1 Security becomes enforceable on Event of Default

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

14.2 Discretion

After the security constituted by this deed has become enforceable, the Chargee 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.

15 ENFORCEMENT OF SECURITY

15.1 Enforcement powers

15.1.1 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.

15.1.2 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 14.1.

15.1.3 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

15.2 Extension of statutory powers of leasing

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and by any other statute are extended so as to authorise the Chargee and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Borrower, to:

15.2.1 grant a lease or agreement for lease;

15.2.2 accept surrenders of leases; or

15.2.3 grant any option of the whole or any part of the Secured Assets with whatever rights relating to other parts of it,

whether or not at a premium and containing such covenants on the part of the Borrower, and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Chargee or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

15.3 Access on enforcement

15.3.1 At any time after the Chargee has demanded payment of the Secured Liabilities or if the Borrower defaults in the performance of its obligations under this deed or the Facility Letter, the Borrower will allow the Chargee or its Receiver, without further notice or demand, immediately to exercise all its rights, powers and remedies in particular (and without limitation) to take possession of any Secured Asset and for that purpose to enter on any premises where a Secured Asset is situated (or where the Chargee or a Receiver reasonably believes a Secured Asset to be situated) without incurring any liability to the Borrower for, or by any reason of, that entry.

15.3.2 At all times, the Borrower must use its best endeavours to allow the Chargee or its Receiver access to any premises for the purpose of clause 15.3.1 (including obtaining any necessary consents or permits of other persons) and ensure that its employees and officers do the same.

15.4 Prior Security

15.4.1 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 Chargee may:

(a) redeem any prior Security over any Secured Asset;

(b) procure the transfer of that Security to itself; and

(c) settle and pass any account of the holder of any prior Security,

any accounts so settled and passed shall, in the absence of any manifest error, be conclusive and binding on the Borrower.

15.4.2 The Borrower shall pay to the Chargee 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 as part of the Secured Liabilities.

15.5 Protection of third parties

No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or Delegate shall be concerned to enquire:

15.5.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

15.5.2 whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is being properly exercised; or

15.5.3 how any money paid to the Chargee, any Receiver or any Delegate is to be applied.

15.6 Privileges

Each Receiver and the Chargee is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

15.7 No liability as mortgagee in possession

Neither the Chargee, nor any Receiver or any Delegate shall be liable, by reason of entering into possession of a Secured Asset or for any other reason, 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 or default or omission for which a mortgagee in possession might be liable.

15.8 Relinquishing possession

If the Chargee, any Receiver or Delegate enters into or takes possession of a Secured Asset, it may at any time relinquish possession.

15.9 Conclusive discharge to purchasers

The receipt of the Chargee, 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 Chargee, and every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it thinks fit.

15.10 Right of appropriation

15.10.1 To the extent that:

- (a) the Secured Assets constitute Financial Collateral; and
- (b) this deed and the obligations of the Borrower under it constitute a Security Financial Collateral Arrangement,

the Chargee 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 or discharge of the Secured Liabilities in any order that the Chargee may, in its absolute discretion, determine.

15.10.2 The value of any Secured Assets appropriated in accordance with this clause shall be:

- (a) in the case of cash, the amount standing to the credit of each of the Borrower's accounts with any bank, financial institution or other person, together with any accrued but unpaid interest, at the time the right of appropriation is exercised; and
- (b) in the case of Investments, the market price of those Investments at the time the right of appropriation is exercised determined by the Chargee by reference to a recognised market index or determined by any other method that the Chargee may select (including independent valuation).

15.10.3 The Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

16 RECEIVER

16.1 Appointment

16.1.1 At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Chargee 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.

16.1.2 The Chargee may not appoint a Receiver solely as a result of the obtaining of a moratorium (or as a result of anything done with a view to obtaining a moratorium) under Part A1 of the Insolvency Act 1986 other than in respect of a floating charge referred to in section A52(4) of Part A1 of the Insolvency Act 1986.

16.2 Removal

The Chargee 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.

16.3 Remuneration

The Chargee 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.

16.4 Power of appointment additional to statutory powers

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Chargee 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.

16.5 Power of appointment exercisable despite prior appointments

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

16.6 Agent of the Borrower

16.6.1 Any Receiver appointed by the Chargee under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargee.

16.6.2 The Chargee will not incur any liability (either to the Borrower or to any other person) by reason of the appointment of a Receiver or for any other reason.

17 POWERS OF RECEIVER

17.1 General

17.1.1 Any Receiver appointed by the Chargee under this deed shall, in addition to the rights, powers and discretions conferred on it by statute, have the rights, powers and discretions set out in clause 17.2 to clause 17.23.

17.1.2 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.

17.1.3 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.

17.1.4 Any exercise by a Receiver of any of the powers given by clause 17 may be on behalf of the Borrower, the directors of the Borrower or itself.

17.2 Repair and develop Charged Properties

A Receiver may undertake or complete any works of repair, alteration, building or development on the Charged Properties and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

17.3 Surrender leases

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting any Secured Assets on any terms, and subject to any conditions, that it thinks fit.

17.4 Employ personnel and advisors

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. A Receiver may discharge any such person or any such person appointed by the Borrower.

17.5 Make VAT elections

A Receiver may make, exercise or revoke any value added tax option to tax as it thinks fit.

17.6 Remuneration

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 Chargee may prescribe or agree with it.

17.7 Realise Secured Assets

A Receiver may take immediate possession of, get in and realise any Secured Assets.

17.8 Manage or reconstruct the Borrower's business

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower.

17.9 Dispose of Secured Assets

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.

17.10 Sever fixtures and fittings

A Receiver may sever and sell separately any fixtures or fittings from any Charged Property without the consent of the Borrower.

17.11 Sell Book Debts

A Receiver may sell and assign all or any of the Book Debts in respect of which it is appointed in any manner, and generally on any terms and conditions, that it thinks fit.

17.12 Valid receipts

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

17.13 Make settlements

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

17.14 Bring proceedings

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.

17.15 Improve the Equipment

A Receiver may make substitutions of, or improvements to, the Equipment as it may think expedient.

17.16 Make calls on Borrower members

A Receiver may make calls conditionally or unconditionally on the members of the Borrower in respect of uncalled capital with (for that purpose and for the purpose of enforcing payments of any calls so made) the same powers as are conferred by the articles of association of the Borrower on its directors in respect of calls authorised to be made by them.

17.17 Insure

A Receiver may, if it thinks fit, but without prejudice to the indemnity in clause 20, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Borrower under this deed.

17.18 Subsidiaries

A Receiver may form a subsidiary of the Borrower and transfer to that subsidiary any Secured Asset.

17.19 Borrow

A Receiver may, for whatever purpose it thinks fit raise and money borrowed 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 Chargee consents, terms under which that security ranks in priority to this deed).

17.20 Redeem prior Security

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 Borrower, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

17.21 Delegation

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

17.22 Absolute beneficial owner

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

17.23 Incidental powers

A Receiver may do any other acts and things:

17.23.1 that it may consider desirable or necessary for realising any of the Secured Assets;

17.23.2 that it 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

17.23.3 that it lawfully may or can do as agent for the Borrower.

18 DELEGATION

18.1 Delegation

The Chargee 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 22.1).

18.2 Terms

The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit in the interests of the Secured Parties.

18.3 Liability

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

19 APPLICATION OF PROCEEDS

19.1 Order of application of proceeds

All monies received or recovered by the Chargee, 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 has become enforceable, shall (subject to the claims of any person having prior rights under the Intercreditor Deed and by way of variation of the LPA 1925) be applied in the following order of priority (but without prejudice to the Chargee's right to recover shortfall from the Borrower):

19.1.1 in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Chargee (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;

19.1.2 in or towards payment of the Secured Liabilities in any order and manner that the Chargee determines; and

19.1.3 in payment of the surplus (if any) to the Borrower or other person entitled to it.

19.2 Appropriation

Neither the Chargee, 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.

19.3 Suspense account

All monies received by the Chargee, a Receiver or a Delegate under this deed:

19.3.1 may, at the discretion of the Chargee, Receiver or Delegate, be credited to any suspense or securities realised account;

19.3.2 shall bear interest, if any, at the rate agreed in writing between the Chargee and the Borrower; and

19.3.3 may be held in that account for so long as the Chargee, Receiver or Delegate thinks fit.

20 COSTS AND INDEMNITY

20.1 Costs

The Borrower shall, promptly on demand, pay to, or reimburse, the Chargee 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 Chargee in connection with:

20.1.1 this deed or the Secured Assets;

20.1.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the Chargee's rights under this deed; or

20.1.3 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 (whether before or after judgment, liquidation, winding up or administration of the Borrower) at the rate and in the manner specified in the Facility Letter.

20.2 Indemnity

The Borrower shall indemnify the Chargee and any Receiver, 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:

20.2.1 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;

20.2.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or

20.2.3 any default or delay by the Borrower in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 20.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

21 FURTHER ASSURANCE

21.1 Further assurance

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

21.1.1 creating, perfecting or protecting the security created or intended to be created by this deed;

21.1.2 facilitating the realisation of any Secured Asset; or

21.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Chargee or any Receiver in respect of any Secured Asset,

including, without limitation (if the Chargee or Receiver thinks it expedient) the execution of any 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 Chargee 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 the Chargee may consider necessary or desirable.

22 POWER OF ATTORNEY

22.1 Appointment of attorneys

By way of security, the Borrower irrevocably appoints the Chargee, every Receiver and every Delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

22.1.1 the Borrower is required to execute and do under this deed; or

22.1.2 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 Chargee, any Receiver or any Delegate.

22.2 Ratification of acts of attorneys

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything that any of its 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 22.1.

23 RELEASE

23.1 Subject to clause 30.3, at the end of the Security Period, the Chargee shall, at the request and cost of the Borrower, take whatever action is necessary to:

23.1.1 release the Secured Assets from the security constituted by this deed; and

23.1.2 reassign the Secured Assets to the Borrower.

24 ASSIGNMENT AND TRANSFER

24.1 Assignment by Chargee

24.1.1 At any time, without the consent of the Borrower, the Chargee may assign or transfer any or all of its rights and obligations under this deed.

24.1.2 The Chargee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Borrower, the Secured Assets and this deed that the Chargee considers appropriate.

24.2 Assignment by Borrower

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

25 SET-OFF

25.1 Chargee's right of set-off

The Chargee may at any time set off any liability of the Borrower to the Chargee against any liability of the Chargee to the Borrower, 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 Chargee may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Chargee of its rights under this clause 25 not limit or affect any other rights or remedies available to it under this deed or otherwise.

25.2 No obligation to set off

The Chargee is not obliged to exercise its rights under clause 25.1. If, however, it does exercise those rights it must promptly notify the Borrower of the set-off that has been made.

25.3 Exclusion of Borrower's right of set-off

All payments made by the Borrower to the Chargee under this deed shall be made in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

26 AMENDMENTS, WAIVERS AND CONSENTS

26.1 Amendments

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).

26.2 Waivers and consents

26.2.1 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.

26.2.2 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 Chargee shall be effective unless it is in writing.

26.3 Rights and remedies

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.

27 SEVERANCE

27.1 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.

28 COUNTERPARTS

28.1 Counterparts

28.1.1 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.

28.1.2 Transmission of an executed counterpart of this deed (but for the avoidance of doubt not just a signature page) by fax or e-mail (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.

28.1.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

29 THIRD PARTY RIGHTS

29.1 Third party rights

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

29.1.2 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.

29.1.3 Any Receiver or Delegate may, subject to this clause 29 and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

30 FURTHER PROVISIONS

30.1 Independent security

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

30.2 Continuing security

The security constituted by 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 Chargee discharges this deed in writing.

30.3 Discharge conditional

Any release, discharge or settlement between the Borrower and the Chargee shall be deemed conditional on no payment or security received by the Chargee in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

30.3.1 the Chargee or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Chargee deems necessary to provide the Chargee with security against any such avoidance, reduction or order for refund; and

30.3.2 the Chargee may recover the value or amount of such security or payment from the Borrower subsequently as if the release, discharge or settlement had not occurred.

30.4 Certificates

A certificate or determination by the Chargee as to any amount for the time being due to it from the Borrower under this deed and the Facility Letter shall be, in the absence of any manifest error, conclusive evidence of the amount due.

30.5 Consolidation

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

31 NOTICES

31.1 Delivery

Any notice or other communication given to a party under or in connection with this deed shall be:

31.1.1 in writing;

31.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and

31.1.3 sent to:

(a) the Borrower at:

3rd Floor, 22 Old Bond Street, London, England, W1S 4PY

Attention: Hugo Reeve

(b) the Chargee at:

3rd Floor, 22 Old Bond Street, London, England, W1S 4PY Fax: N/A

Attention: The Directors

or any substitute address or department or officer as either party may notify to the other by not less than 5 Business Days' notice or to any other address or fax number as is notified in writing by one party to the other from time to time.

31.2 Receipt by Borrower

Any notice or other communication that the Chargee gives to the Borrower shall be deemed to have been received:

31.2.1 if delivered by hand, at the time it is left at the relevant address;

31.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

31.2.3 if sent by fax, when received in legible form.

A notice or other communication given as described in clause 31.2.1 or clause 31.2.3 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.

31.3 Receipt by Chargee

Any notice or other communication given to the Chargee shall be deemed to have been received only on actual receipt.

31.4 Service of proceedings

This clause 31 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

31.5 No notice by e-mail

A notice or other communication given under or in connection with this deed is not valid if sent by e-mail.

32 GOVERNING LAW AND JURISDICTION

32.1 Governing law

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.

32.2 Jurisdiction

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Chargee to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

32.3 Other service

The Borrower irrevocably consents to any process in any legal action or proceedings under clause 32.2 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.

In witness whereof this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

PROPERTY

The Property known as together:

- (a) the freehold property known as BOSC Village Development forming part of the property known as land on the north side of Station Road, Bordon, and being part of the land registered at the Land Registry with title absolute under title number SH20786; and
- (b) the freehold property known as land on the north side of Oakhanger Road, Bordon and being part of the land registered at the Land Registry with title absolute under title number SH55458,

and each as shown edged red on the plans annexed to this Schedule.

Schedule 2

NOTICE AND ACKNOWLEDGEMENT - RELEVANT AGREEMENT Part 1

Form of notice

[On headed notepaper of the Borrower]

[NAME OF COUNTERPARTY]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF COUNTERPARTY],

Debenture dated [DATE] between [BORROWER] and [CHARGEES] (CHARGEES) (Debenture)

We refer to the [DESCRIBE RELEVANT AGREEMENT] (**Contract**).

This letter constitutes notice to you that under the Debenture [(a copy of which is attached)] we have [charged **OR** assigned, by way of security,] to [Chargee] (as trustee for the Secured Parties as referred to in the Debenture, the **Chargee**) all our rights in respect of the Contract.

We confirm that:

- We will remain liable under the Contract to perform all the obligations assumed by us under the Contract.
- Neither the Chargee nor any receiver or delegate appointed by the Chargee will at any time be under any obligation or liability to you under or in respect of the Contract.

Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Contract.

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

Please note that we have agreed that we will not amend or waive any provision of or terminate the Contract without the prior written consent of the Chargee.

The instructions in this notice may only be revoked or amended with the prior written consent of the Chargee.

Please confirm that you agree to the terms of this notice, and to act in accordance with its provisions, by sending the attached acknowledgement to the Chargee at [ADDRESS CHARGEES], with a copy to us.

This notice, 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.



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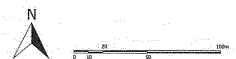
Do not scale off this drawing

Date	Rev.	Revisions
21/03/2023	E	DMA and transfer boundary adjusted to follow Land Registry Map search as per email from RT 21/03/23

Transfer Boundary
DMA Boundary

Handwritten signature

Disclaimer:
The boundaries included on this drawing have been provided using third party data. They must be checked by the client or its legal advisor against the original legal Title Plans for accuracy. Urban Place Limited accepts no liability for the accuracy or content of the data included in this drawing or for any resulting errors, omissions or losses incurred through any reliance on it.



Project
Prince Philip Barracks
Whitehill and Bordon

Title
BOSC_Parcel 4.5 (BRICS Land)
Transfer Plan

Job	Drawing No.	Rev.
16001	124-1	E
Drawn	Scale	Date
TS	1:2500@A3	12/2022

**URBAN
PLACE
LAB**

37 Stoke Fields, Guildford, GU1 4LT, Tel 07887 743567

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Yours sincerely,

.....

[NAME OF BORROWER]

Part 2

Form of acknowledgement

[On headed notepaper of the counterparty]

[NAME OF CHARGEES]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF CHARGEES],

Debenture dated [DATE] between [BORROWER] (Borrower) and [CHARGEES] (Chargees) (Debenture)

We confirm receipt from the Borrower of a notice (**Notice**) dated [DATE] of [a charge **OR** an assignment, by way of security,] in favour of [CHARGEES] (as trustee for the Secured Parties as referred to in the Debenture, the **Chargees**) of all the Borrower's rights under [DESCRIBE RELEVANT AGREEMENT] (**Contract**).

[Terms defined in the Notice shall have the same meaning when used in this acknowledgement.]

We confirm that:

- We accept the confirmations and instructions contained in the Notice and agree to comply with the Notice.
- There has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract.
- We will not cancel, avoid, release or otherwise allow the Contract to lapse without giving the Chargees at least 30 days' prior written notice.
- We have not, as at the date of this acknowledgement, received notice that the Borrower has assigned its rights under the Contract to a third party, or created any other interest (whether by way of security or otherwise) in the Contract in favour of a third party.
- The Chargees will not in any circumstances have any liability in relation to the Contract.
- The Contract shall not be rendered void, voidable or unenforceable by reason of any non-disclosure by the Chargees.

This letter, 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.

Yours sincerely,

.....

[COUNTERPARTY]

Schedule 3

NOTICE AND ACKNOWLEDGEMENT - INSURANCE POLICY Part 1

Form of notice

[On headed notepaper of the Borrower]

[NAME OF INSURER]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF INSURER],

Debenture dated [DATE] between [BORROWER] and [CHARGEES] (Chargees) (Debenture)

We refer to the [DESCRIBE INSURANCE POLICY AND SPECIFY ITS POLICY NUMBER] (**Policy**).

This letter constitutes notice to you that under the Debenture [(a copy of which is attached)] we have [charged by way of first fixed charge to the Chargee (as trustee for the Secured Parties as referred to in the Debenture, the **Chargee**) **OR** assigned to the Chargee (as trustee for the Secured Parties as referred to in the Debenture, the **Chargee**), absolutely, subject to a proviso for reassignment], all our rights in the Policy, including all claims, the proceeds of all claims and all returns of premium in connection with the Policy.

We irrevocably instruct and authorise you to:

- [Note the Chargee's interest on the Policy as [DESCRIBE NOTATION REQUIRED BY CHARGEES TO BE ENDORSED ON POLICY, FOR EXAMPLE, "FIRST MORTGAGEE"] **OR** Name the Chargee as composite insured in respect of its own separate insurable interest under the Policy] (except in relation to public liability and third party liability insurance).
- Name the Chargee as first loss payee (other than in respect of any claim under any public liability and third party liability insurances).
- Comply with the terms of any written instructions received by you from the Chargee relating to the Policy, without notice or reference to, or further authority from, us and without enquiring as to the justification or the validity of those instructions.
- Hold all sums from time to time due and payable by you to us under the Policy to the order of the Chargee.
- Pay, or release, all monies to which we are entitled under the Policy to the Chargee, or to such persons as the Chargee may direct.
- Disclose information in relation to the Policy to the Chargee on request by the Chargee.

Neither the Debenture nor this notice releases, discharges or otherwise affects your liability and obligations in respect of the Policy.

Subject to the foregoing, you may continue to deal with us in relation to the Policy until you receive written notice to the contrary from the Chargee. Thereafter, we will cease to have any right to deal with

you in relation to the Policy and you must deal only with the Chargee.

The instructions in this notice may only be revoked or amended with the prior written consent of the Chargee.

Please confirm that you agree to the terms of this notice and to act in accordance with its provisions by sending the attached acknowledgement to the Chargee at [ADDRESS OF CHARGE], with a copy to us.

This notice, 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.

Yours sincerely,

.....

[NAME OF BORROWER]

Part 2

Form of acknowledgement

[On headed notepaper of the insurer]

[NAME OF CHARGE]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF CHARGE],

Debenture dated [DATE] between [BORROWER] (Borrower) and [CHARGE] (Charge) (Debenture)

We confirm receipt from the Borrower of a notice (**Notice**) dated [DATE] of [a first fixed charge in favour of the Chargee (as trustee for the Secured Parties as referred to in the Debenture, the **Chargee**) **OR** an assignment to the Chargee (as trustee for the Secured Parties as referred to in the Debenture, the **Chargee**), subject to a proviso for reassignment] of all the Borrower's rights in [DESCRIBE INSURANCE POLICY AND ITS NUMBER] (**Policy**), including all claims, the proceeds of all claims and all returns of premiums in connection with the Policy.

[Terms defined in the Notice shall have the same meaning when used in this acknowledgement.]

We confirm that:

- We accept the instructions and authorisations contained in the Notice and agree to comply with the Notice.
- We have [noted the Chargee's interest on the Policy as [DESCRIBE NOTATION REQUIRED BY CHARGE TO BE ENDORSED ON POLICY, FOR EXAMPLE, FIRST MORTGAGE] **OR** named the Chargee as composite insured in respect of its own separate insurable interest under the Policy] (except in relation to public liability and third party liability insurances).

- There has been no amendment, waiver or release of any rights or interests in the Policy since the date the Policy was issued.
- We have not, as at the date of this acknowledgement, received notice that the Borrower has assigned its rights under the Policy to a third party, or created any other interest (whether by way of security or otherwise) in the Policy in favour of a third party.
- The Policy shall not be avoided or vitiated as against the Chargee by reason of the act or default of any [other] insured party or any misrepresentation, non-disclosure or failure to make a fair presentation of risk by any [other] insured party.
- [We waive our rights of subrogation against the Borrower, the Chargee and the tenants of any Charged Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of any Charged Property or the Policy.]
- We will not repudiate, rescind or cancel the Policy, treat it as avoided in whole or in part nor treat it as expired due to non-payment of premium without giving at least 30 days' prior written notice to the Chargee.
- The Chargee will not have any liability for any premium in relation to the Policy unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of the Policy.

This letter, 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.

Yours sincerely,

.....

[NAME OF INSURER]

Schedule 4

NOTICE AND ACKNOWLEDGEMENT - BANK ACCOUNT Part 1

Form of notice

[On headed notepaper of the Borrower]

[BANK, FINANCIAL INSTITUTION OR OTHER PERSON]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF ADDRESSEE],

Debenture dated [DATE] between [BORROWER] and [CHARGEES] (Chargees) (Debenture)

This letter constitutes notice to you that under the Debenture [(a copy of which is attached)] we have charged, by way of first fixed charge, in favour of the Chargees (as trustee for the Secured Parties as referred to in the Debenture, the **Chargees**) all monies from time to time standing to the credit of the account held with you and detailed below (the **Account**), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest):

Name of Account: [NAME OF ACCOUNT]

Sort code: [SORT CODE]

Account number: [ACCOUNT NUMBER]

We irrevocably instruct and authorise you to:

- Disclose to the Chargees any information relating to the Account requested from you by the Chargees.
- [Comply with the terms of any written notice or instructions relating to the Account received by you from the Chargees.]
- [Hold all sums from time to time standing to the credit of the Account to the order of the Chargees.]
- [Pay or release all or any part of the monies standing to the credit of the Account in accordance with the written instructions of the Chargees.]

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

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

[The instructions in this notice may only be revoked or amended with the prior written consent of the Chargees.]

This notice, 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.

Please [acknowledge receipt of this notice **OR** confirm that you agree to the terms of this notice and to act in accordance with its provisions] by sending the attached acknowledgement to the Chargee at [ADDRESS OF CHARGE], with a copy to us.

Yours sincerely,

Signed.....

[NAME OF BORROWER]

Part 2

Form of acknowledgement

[On headed notepaper of the bank, financial institution or other person]

[CHARGE]

[ADDRESS LINE 1]

[ADDRESS LINE 2]

[POSTCODE]

[DATE]

Dear [NAME OF CHARGE],

Debenture dated [DATE] between [BORROWER] (Borrower) and [CHARGE] (Charge) (Debenture)

We confirm receipt from the Borrower of a notice (the **Notice**) dated [DATE] of a charge (on the terms of the Debenture) in your favour (as trustee for the Secured Parties as referred to in the Debenture, the **Charge**) over all monies from time to time standing to the credit of the account detailed below (the **Account**), together with all other rights and benefits accruing to or arising in connection with the Account (including, but not limited to, entitlements to interest).

We confirm that we:

- Accept the instructions contained in the Notice and agree to comply with the Notice.
- [Will not permit any amount to be withdrawn from the Account without your prior written consent.]
- Have not received notice of the interest of any third party in the Account.
- Have neither claimed nor exercised, nor will claim or exercise any security interest, set-off, counter-claim or other right in respect of the Account.

The Account is:

Name of Account: [NAME OF ACCOUNT]

Sort code: [SORT CODE]

Account number: [ACCOUNT NUMBER]

This letter, 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

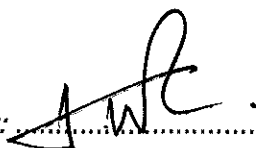
with the law of England and Wales.

Yours sincerely,

Signed.....

Executed as a deed
by **BRICS (OXNEY) LTD.**
acting by a director
in the presence of:

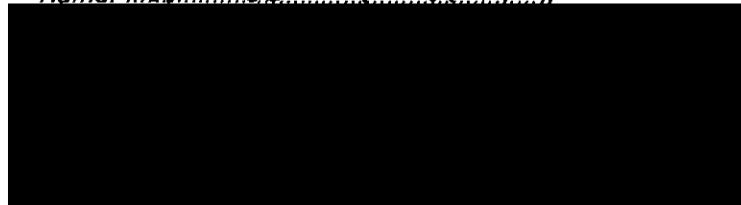
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Signature of witness: 

Name: ANDREW NORTH

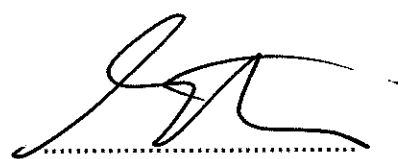
.....

Director




Executed as a deed
by **OMNI PRIVATE INVESTMENTS LIMITED**
acting by a director
in the presence of:

)
)
)



Director

Signature of witness: 

Name: IAN RIFFLE

