



Registration of a Charge

Company Name: **LXI HOLDCO 2 LIMITED**

Company Number: **14645226**



XC2CBJNE

Received for filing in Electronic Format on the: **27/04/2023**

Details of Charge

Date of creation: **20/04/2023**

Charge code: **1464 5226 0001**

Persons entitled: **LLOYDS BANK PLC AS SECURITY AGENT**

Brief description:

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **HERBERT SMITH FREEHILLS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14645226

Charge code: 1464 5226 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th April 2023 and created by LXI HOLDCO 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th April 2023 .

Given at Companies House, Cardiff on 27th April 2023

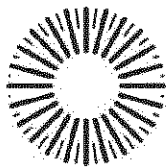
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



HERBERT
SMITH
FREEHILLS

Execution Version

20 April 2023

**THE PERSONS LISTED IN SCHEDULE 1
TO THIS SECURITY AGREEMENT**

as chargors

and

LLOYDS BANK PLC

as security agent

SECURITY AGREEMENT

Herbert Smith Freehills LLP

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THIS DEED is made on

20 April 2023

BETWEEN:

- (1) **The persons listed in Schedule 1 to this Security Agreement** (each a **"Chargor"** and together the **"Chargors"**); and
- (2) **LLOYDS BANK PLC** as security trustee agent for each of the Secured Parties (the **"Security Agent"**)

IT IS AGREED as follows:

1. DEFINITIONS, CONSTRUCTION AND THIRD PARTY RIGHTS

1.1 Definitions

- 1.1.1 Terms defined in the Facilities Agreement shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

"Account Proceeds" means all amounts (including interest) from time to time standing to the credit of any bank or other account of each Chargor with any bank, building society, financial institution or other person (including the Accounts) and the debts represented thereby.

"Administrator" means a person appointed under Schedule B1 to the Insolvency Act 1986 to manage the affairs, business and property of any Chargor.

"Charged Assets" means the assets mortgaged, charged or assigned pursuant to Clauses 3 (*Security*) and 4.1 (*Creation of Floating Charge*) of this Deed.

"Debts" means all of a Chargor's present and future book and other debts, revenues and monetary claims, whether actual or contingent, and whether originally owing to that Chargor or purchased or acquired by it, and all things in action which may give rise to any debt, revenue or monetary claim and the benefit of any related Security, guarantee or other rights of any nature relating thereto and any proceeds of any of the above.

"Facilities Agreement" means the facilities agreement between, among others, (1) LXi Finco 2 Limited as the Borrower, (2) Lloyds Bank plc as the Agent and the Security Agent dated 13 April 2023.

"Hedging Arrangements" means any interest or currency swap, cap, floor, collar or option transaction or any other treasury transaction or any combination of the same or any other transaction entered into by a Chargor in connection with the protection against or benefit from a fluctuation in interest or currency rates.

"Insurance Policies" means all present and future contracts or policies of insurance (including life policies) in which a Chargor has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise).

"Insurance Proceeds" means all monies from time to time payable to any Chargor under or pursuant to the Insurance Policies, including (without limitation) the refund of any premiums.

"Intellectual Property Rights" means all patents, patent applications, trade marks and service marks (whether registered or not), trade mark and/or service mark applications, trade names, registered designs, design rights, copyrights, database rights, domain names, computer software, know-how, trade secrets, inventions and other intellectual property rights and interests (which may now or in the future exist), whether registered or unregistered, and the benefit of all applications and the rights to use such assets (which may now or in the future exist) and all Related Property Rights.

"Investments" means all of a Chargor's right, title, benefit and interest in all stocks, shares, bonds, notes, warrants and other securities of any kind whatsoever whether in bearer or registered form, owned by that Chargor or held by any nominee or trustee on its behalf including all Related Investment Rights, all Related Property Rights and all rights against any such trustee or nominee holding such to the order of a Chargor.

"LPA" means the Law of Property Act 1925.

"Material Tenant" means a Tenant of a Major Property.

"Real Property" means:

- (a) all of the freehold and/or leasehold property of each Chargor specified in Schedule 2 (*Real Property*);
- (b) all freehold and leasehold property or immovable property of each Chargor situated in England and Wales (other than the property referred to in paragraph (a));
- (c) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (a) and (b) above; and
- (d) the Related Property Rights.

"Receiver" means any person appointed by the Security Agent under this Deed to be a receiver or receiver and manager or administrative receiver of any property subject to the security created by this Deed.

"Related Investment Rights" means all allotments, rights, benefits and advantages (including all voting rights) at any time accruing, offered or arising in respect of or incidental to any Investment and all money or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, dividend, distribution, interest or otherwise in respect of Investments.

"Related Property Rights" means, where used in relation to a particular property, asset (or class of assets) or right, the following:

- (a) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein);
- (b) all Security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset.

"Secured Liabilities" means all monies, obligations and liabilities covenanted to be paid or discharged pursuant to Clause 2 (*Covenants to Pay*).

"Security Period" means the period from the date of this Deed until the date on which the Security Agent has determined that all of the Secured Liabilities have been irrevocably and unconditionally paid and discharged in full.

"Shares" means:

- (a) the 1 issued ordinary share of £1 in LXi Finco 2 Limited legally and beneficially owned by LXi Holdco 2 Limited;
- (b) any other shares held from time to time in LXi Finco 2 Limited by LXi Holdco 2 Limited;
- (c) the entire issued share capital of each Accession Obligor incorporated in England and Wales that are legally and beneficially owned by LXi Finco 2 Limited on and from the first Utilisation Date;

(d) the entire issued share capital of each Accession Obligor incorporated in England and Wales that is beneficially owned by LXi Finco 2 Limited on and from the first Utilisation Date and that is legally and beneficially owned by LXi Finco 2 Limited on and from the date on which the Share Transfer Perfection Requirements for that Accession Obligor have been complete; and

(e) any other shares held from time to time in any Obligor, and, in each case, all Related Investment Rights and all Related Property Rights in respect thereof.

1.1.2 Unless a contrary intention appears, words defined in the Companies Act 2006 of the United Kingdom have the same meanings in this Deed.

1.2 Construction and Third Party Rights

1.2.1 The provisions of clause 1.2 (*Construction*) of the Facilities Agreement shall apply to this Deed as if they were set out in this Deed.

1.2.2 No term of this Deed is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Deed.

1.3 Implied Covenants for Title

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

1.4 Effect as a Deed

This Deed is intended to take effect as a deed notwithstanding that the Security Agent may have executed it under hand only.

1.5 Law of Property (Miscellaneous Provisions) Act 1989

To the extent necessary for any agreement for the disposition of the Charged Assets in this Deed to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the other Finance Documents and of any side letters between the parties to this Deed are incorporated into this Deed.

1.6 Security Trust Provisions

The Security Agent holds the benefit of this Deed on trust for the Secured Parties in accordance with clause 28 (*Role of the Agent, the Security Agent, the Arrangers, the Underwriter and the Servicer*), of the Facilities Agreement.

2. COVENANTS TO PAY

2.1 Covenant to Pay Secured Liabilities

Each Chargor covenants that it shall on demand pay to the Security Agent all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it or any other Transaction Obligor to any Secured Party under or pursuant to the Finance Documents, in each case, when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to a Secured Party or purchased (whether by assignment or otherwise) or acquired in any other way by it; denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever.

2.2 **Potential Invalidity**

Neither the covenant to pay in Clause 2.1 (*Covenant to Pay Secured Liabilities*) nor the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 2.2, cause such covenant, obligation or security to be unlawful under any applicable law.

3. **SECURITY**

3.1 **Creation of Fixed Security**

Each Chargor charges to the Security Agent by way of first fixed charge (which so far as relates to freehold or leasehold property in England and Wales vested in that Chargor at the date of this Deed shall be a charge by way of first legal mortgage) with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of that Chargor's rights to and title and interest from time to time in any and each of the following:

- 3.1.1 the Real Property;
- 3.1.2 all plant, machinery, vehicles, computers, office and other equipment and chattels (excluding stock-in-trade or work in progress) all Related Property Rights;
- 3.1.3 (to the extent that the same are not the subject of a fixed charge under Clause 3.1.4) all Debts;
- 3.1.4 all Account Proceeds;
- 3.1.5 all of its Investments;
- 3.1.6 the Shares;
- 3.1.7 all of its Intellectual Property Rights;
- 3.1.8 all goodwill and uncalled capital;
- 3.1.9 any building contract, consultant appointment and collateral warranty granted in favour of that Chargor in respect of the development of any Real Property;
- 3.1.10 all other agreements, contracts, deeds, licences, undertakings, guarantees, covenants, warranties, representations and other documents entered into by, given to or otherwise benefiting that Chargor in respect of the Real Property,
- 3.1.11 (to the extent not effectively assigned under Clause 3.2 (*Assignments*)), the assets (including present and future properties, contracts, revenues and rights of every description) which are specified in Clause 3.2 (*Assignments*).

3.2 **Assignments**

Each Chargor assigns by way of security, subject to a proviso for re-assignment at the end of the Security Period, to the Security Agent with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities all of that Chargor's rights to and title and interest from time to time in:

- 3.2.1 the Insurance Policies and the Insurance Proceeds;
- 3.2.2 all Rental Income (other than any Rental Income which is subject to any Scottish Security);
- 3.2.3 any guarantee of Rental Income contained in or relating to any Lease Document (other than any guarantee of Rental Income which is subject to any Scottish Security);

- 3.2.4 any Hedging Arrangements; and
 - 3.2.5 each Transaction Document (other than the Finance Documents, the Development Documents and any Duty of Care Agreement);
- and all Related Property Rights in respect of the above.

3.3 **Preservation of Fixed Charge**

Without prejudice to Clause 3.1.3 (*Creation of Fixed Security*) and Clause 3.2 (*Assignments*), if, pursuant to clause 17 (*Bank Accounts*) of the Facilities Agreement, a Chargor is entitled to withdraw the proceeds of any book and other debts standing to the credit of an Account and, as a result, those proceeds are in any way released from the fixed charge created pursuant to Clauses 3.1.4 (*Creation of Fixed Security*) and 3.2 (*Assignments*), the release will in no way derogate from the subsistence and continuance of the fixed charge on all other outstanding book and other debts of that Chargor and the proceeds of those debts.

4. **FLOATING CHARGE**

4.1 **Creation of Floating Charge**

- 4.1.1 Each Chargor charges to the Security Agent by way of first floating charge with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities all of that Chargor's rights to and title and interest from time to time in the whole of its property, assets, rights and revenues whatsoever and wheresoever, present and future, other than any property, assets, rights and revenues validly and effectively charged or assigned (whether at law or in equity) pursuant to Clauses 3.1 (*Creation of Fixed Security*) or 3.2 (*Assignments*).
- 4.1.2 Each floating charge hereby created is a qualifying floating charge for the purpose of paragraph 14 of Schedule B1 to the Insolvency Act 1986.
- 4.1.3 Without prejudice to Clause 4.1.2 the Security Agent reserves its rights to appoint an administrative receiver on and following an Event of Default which is continuing in accordance with sections 72B to 72H (inclusive) of the Insolvency Act 1986 to the extent it is entitled to do so.

4.2 **Automatic Crystallisation of Floating Charge**

Notwithstanding anything express or implied in this Deed, and without prejudice to any law which may have similar effect, if:

- 4.2.1 any Chargor creates or attempts to create any Security over all or any of the Charged Assets save as expressly permitted under the Facilities Agreement; or
- 4.2.2 any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets; or
- 4.2.3 a resolution is passed or an order is made for the winding up, dissolution, administration or other reorganisation of any Chargor; or
- 4.2.4 an Administrator is appointed or any step intended to result in such appointment is taken,

then each floating charge created by Clause 4.1 (*Creation of Floating Charge*) will automatically (without notice) be converted into a fixed charge as regards all of the assets subject to each floating charge.

4.3 **Crystallisation on Notice of Floating Charge**

Notwithstanding anything express or implied in this Deed, the Security Agent may at any time:

- 4.3.1 following the occurrence of an Event of Default which is continuing; or
- 4.3.2 if the Security Agent considers in good faith that any of the Charged Assets are in danger of being seized or sold as a result of any legal process, are otherwise in jeopardy,

by giving notice in writing to that effect to any Chargor convert one or more floating charges created by Clause 4.1 (*Creation of Floating Charge*) into a fixed charge as regards any assets specified in such notice. The conversion shall take effect immediately upon the giving of the notice.

4.4 **Moratorium**

The floating charge created by this Clause 4.1 (*Creation of Floating Charge*) may not be converted into a fixed charge solely by reason of:

- 4.4.1 the obtaining of a moratorium; or
 - 4.4.2 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 that Part A1.

5. **FURTHER ASSURANCE**

- 5.1 Each Chargor must promptly upon written request by the Security Agent execute (in such form as the Security Agent may reasonably require) such documents (including assignments, transfers, mortgages, charges, notices and instructions) in favour of the Security Agent or its nominees and do all such assurances and things as the Security Agent may reasonably require for:

- 5.1.1 perfecting and/or protecting (by registration or in any other way) the security created or intended to be created by this Deed;
- 5.1.2 conferring upon the Security Agent such security as it may require over the assets of a Chargor outside of England and Wales which if in England or Wales would form part of or be intended to form part of the Charged Assets;
- 5.1.3 facilitating, at any time on or after the occurrence of an Event of Default which is continuing, the realisation of all or any part of the assets of a Chargor; and
- 5.1.4 exercising all powers, authorities and discretions conferred on the Security Agent or any Receiver pursuant to this Deed or by law.

- 5.2 Each Chargor shall, at any time, promptly upon request, execute over all or any of the Charged Assets, a charge by way of legal mortgage or legal sub-mortgage or legal assignment, as the case may be, in favour of the Security Agent in such form as the Security Agent shall require.

- 5.3 Each Chargor shall take all such action as may be available to it for the purpose of creating, perfecting or maintaining the security created or intended to be created pursuant to this Deed including the obtaining of any necessary consent (in form and content satisfactory to the Security Agent (acting reasonably)) to enable the assets of a Chargor to be mortgaged, charged or assigned pursuant to this Deed. Immediately upon obtaining any necessary consent the asset concerned shall become subject to the security created by this Deed. Each Chargor shall promptly deliver a copy of each such consent to the Security Agent.

6. GENERAL UNDERTAKINGS WITH RESPECT TO CHARGED ASSETS

6.1 Each Chargor undertakes to the Security Agent with respect to the Charged Assets that:

6.1.1 Negative Pledge

it shall not, except as expressly permitted by the Facilities Agreement or created pursuant to this Deed, create or attempt to create or permit to subsist or arise any Security on, over or affecting the Charged Assets or any part of them;

6.1.2 Disposals

it shall not dispose of the Charged Assets or any part of them or agree so to do except in the case of disposals which are expressly permitted by the Facilities Agreement;

6.1.3 Deposit of Title Documents

except as otherwise specified in the Facilities Agreement, it shall deposit with the Security Agent or its nominee all deeds and documents of title relating to the Charged Assets provided that:

- (A) in the case of deeds or documents of title relating to Real Property, it shall ensure that such deeds and documents of title are held:
 - (1) by the Security Agent; or
 - (2) to the order of the Security Agent by a firm of solicitors approved by the Security Agent for that purpose; or
 - (3) at the applicable Land Registry; and
- (B) it shall not be required to deposit any stock or share certificates relating to the Investments or the Shares to the extent that the relevant documents have been deposited with a clearance system, settlement system or custodian acceptable to the Security Agent.

6.2 Notices of Charge and/or Assignment

6.2.1 Each Chargor shall forthwith give notice to any bank or financial institution where any Account is held substantially in the form set out in Part A of Schedule 3 (*Notices*) and procure that each such bank or financial institution acknowledges such notice to the Security Agent substantially in the form set out in Part B of Schedule 3 (*Notices*) or such other form as the Security Agent may agree (acting reasonably).

6.2.2 Each Chargor shall forthwith give notice to each counterparty to a Hedging Arrangement substantially in the form set out in Part C of Schedule 3 (*Notices*) and procure that each such counterparty acknowledges such notice to the Security Agent substantially in the form set out in Part D of Schedule 3 (*Notices*) or such other form as the Security Agent may agree (acting reasonably).

6.2.3 Each Chargor shall forthwith give notice to each Material Tenant substantially in the form set out in Part E of Schedule 3 (*Notices*) and use reasonable endeavours to procure that each such Material Tenant acknowledges such notice to the Security Agent in substantially the form set out in Part F of Schedule 3 (*Notices*) or such other form as the Security Agent may agree (acting reasonably).

6.2.4 Each Chargor shall forthwith give notice to each counterparty (other than any party to this Deed) to any document evidencing or recording the terms of any

Subordinated Debt assigned pursuant to Clause 3.2.5 (*Assignments*) in the form set out in Part I of Schedule 3 (*Notices*) and procure that each such counterparty acknowledges such notice to the Security Agent substantially in the form set out in Part J of Schedule 3 (*Notices*) or such other form as the Security Agent may agree (acting reasonably).

- 6.2.5 Each Chargor shall promptly at the request of the Security Agent give notice to each counterparty to any guarantee, warranty and/or other agreement charged pursuant to Clause 3.1.9 (*Creation of Fixed Security*) in the form set out in Part K of Schedule 3 (*Notices*) and use reasonable endeavours to procure that each such counterparty acknowledges such notice to the Security Agent substantially in the form set out in Part L of Schedule 3 (*Notices*) or such other form as the Security Agent may agree (acting reasonably).
- 6.2.6 To the extent no notice has been served pursuant to Clauses 6.2.1 to 6.2.5 above, each Chargor shall, if an Event of Default is continuing, deliver to the Security Agent and serve on any debtor or any other person as required by the Security Agent:
 - (A) notices of assignment in respect of any of the other assets assigned pursuant to this Deed (including any of the contracts referred to in Clause 3.2 (*Assignments*)) and use reasonable endeavours to procure that each notice is acknowledged by any debtor specified by the Security Agent; and
 - (B) notices of charge in respect of any of the assets charged pursuant to this Deed and use reasonable endeavours to procure that each notice is acknowledged by any debtor specified by the Security Agent.
- 6.2.7 The notices of charge and/or assignment and/or acknowledgement referred to in Clause 6.2.6 shall be in a form substantially similar to those contained in Part I of Schedule 3 (*Notices*) or such other form as the Security Agent may require (acting reasonably).
- 6.2.8 Each Chargor shall, if an Event of Default is continuing, at the request of the Security Agent deliver to the Security Agent and serve on each tenant of the Real Property (or such tenants as the Security Agent may specify) in the form set out in Part E of Schedule 3 (*Notices*) and use reasonable endeavours to procure that each such tenant acknowledges such notice to the Security Agent substantially in the form set out in Part F of Schedule 3 (*Notices*) or such other form as the Security Agent may agree (acting reasonably).
- 6.2.9 Each Chargor shall forthwith give notice to any insurer of the Real Property substantially in the form set out in Part G of Schedule 3 (*Notices*) and use reasonable endeavours to procure that each such insurer acknowledges such notice to the Security Agent substantially in the form set out in Part H of Schedule 3 (*Notices*) or such other form as the Security Agent may agree (acting reasonably).

6.3 Intellectual Property Rights

Each Chargor shall, if requested by the Security Agent, execute all such documents and do all such acts as the Security Agent may reasonably require to record the interests of the Security Agent in any registers relating to registered Intellectual Property Rights.

7. **REAL PROPERTY UNDERTAKINGS**

7.1 **Statutory Power of Leasing**

In relation to Real Property, each Chargor agrees that, unless it has the prior written consent of the Security Agent (or the same is otherwise expressly permitted in accordance with the Facilities Agreement), it shall not exercise the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors and further agrees that the Security Agent may grant or accept surrenders of leases without restriction.

7.2 **Registration and Notifications**

Each Chargor shall make an application to the Chief Land Registrar on Form RX1 for the registration against the registered titles (if any) specified in Schedule 2 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the following restriction:

"No disposition of the registered estate by the proprietor of the registered estate, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of Lloyds Bank Plc referred to in the charges register"

8. **UNDERTAKINGS AS TO INVESTMENTS AND SHARES**

8.1 **Transfer forms and title**

Subject to Clause 6.1.3 and except as otherwise specified in the Facilities Agreement, each Chargor shall deposit with the Security Agent or its nominee:

8.1.1 stock transfer forms or other instruments of transfer relating to the Investments and the Shares duly executed to the Security Agent's satisfaction (acting reasonably) with the consideration and date left blank; and

8.1.2 such other documents as the Security Agent may reasonably require from time to time for the purpose of perfecting its title to the Investments or the Shares or for the purpose of vesting the same in itself, its nominee or any purchaser or presenting the same for registration at any time.

8.2 **Registration of transfers**

At any time while the Security granted pursuant to this deed is enforceable, if required by the Security Agent, each Chargor shall procure that all Investments and Shares which are in registered form are duly registered in the name of the Security Agent or its nominee once a transfer relating to those Investments and the Shares is presented for that purpose.

8.3 **Clearance Systems etc**

Each Chargor shall, when requested by the Security Agent, instruct any clearance system, settlement system, custodian or similar person to transfer any Investments then held by any such person for the account of that Chargor to the account of the Security Agent or its nominee with such clearance system (or as otherwise required by the Security Agent).

8.4 **Calls**

Each Chargor:

8.4.1 except for a Permitted Equity Issue, shall not, without the consent in writing of the Security Agent, acquire any Investments or Shares unless they are fully paid; and

8.4.2 shall duly and promptly pay all calls, instalments or other payments which may be due and payable in respect of any Investments or Shares and, for the avoidance

of doubt, no Secured Party shall incur any liability in respect of any amounts due from any Chargor in respect of any Investments or Shares.

8.5 Dividends

The Security Agent (or its nominee) shall hold all dividends or other monies received by it in respect of the Investments and the Shares for the account of the Chargor entitled to them and, prior to the occurrence of an Event of Default which is continuing, shall pay the same to the General Account.

8.6 Voting Rights and Other Matters

8.6.1 Prior to the occurrence of an Event of Default which is continuing and save as otherwise provided in this Clause 8.6, each Chargor shall exercise (or direct the Security Agent to exercise on its behalf) all voting rights in respect of the Investments and the Shares provided that the Chargor shall not exercise (or direct the exercise of) any voting rights in any manner which, in the reasonable opinion of the Security Agent, may prejudice the value of, or the ability of the Security Agent to realise, the security over the Investments and the Shares created pursuant to this Deed.

8.6.2 No Chargor shall, without the prior written consent of the Security Agent, permit or agree to any variation of the rights attaching to or conferred by any of the Investments or the Shares, participate in any rights issue, elect to receive or vote in favour of receiving any dividends other than in the form of cash or participate in any vote concerning a members voluntary winding-up or a compromise or arrangement pursuant to sections 895 to 901 of the Companies Act 2006 of the United Kingdom save that, if no Event of Default is continuing, a Chargor may without the consent of the Security Agent:

(A) permit or agree to any variation of the rights attaching to or conferred by any of the Investments or the Shares which are not prejudicial in any respect to the interests of the Secured Parties; and

(B) participate in any rights issue.

8.6.3 Subject to Clause 8.6.4 below, at any time on or after the occurrence of an Event of Default which is continuing, the Security Agent may in such manner and on such terms as it sees fit (in the name of the relevant Chargor or otherwise and without the need for further consent from any Chargor):

(A) exercise (or refrain from exercising) any voting rights in respect of the Investments and the Shares; and/or

(B) apply all dividends and other monies arising from the Investments and the Shares in accordance with Clause 16 (*Application of Monies Received under this Deed*); and/or

(C) without prejudice to any other provision of this Deed, transfer the Investments and the Shares into the name of a nominee or transferee of the Security Agent as the Security Agent may require; and/or

(D) exercise (or refrain from exercising) all or any of the powers and rights conferred upon or exercisable by the legal or beneficial owner of the Investments and the Shares.

8.6.4 The Security Agent shall not be entitled to exercise any voting rights or any other powers or rights under Clause 8.6.3 above if and to the extent that:

- (A) a notifiable acquisition would, as a consequence, take place under section 6 of the National Security and Investment Act 2021 (the "**NSI Act**") and any regulations made under the NSI Act; and
- (B) either:
 - (1) the Secretary of State has not approved that notifiable acquisition in accordance with the NSI Act; or
 - (2) the Secretary of State has approved that notifiable acquisition in accordance with the NSI Act but there would, as a consequence, be a breach of the provisions of a final order made in relation to that notifiable acquisition under the NSI Act.

8.7 **Liability of Security Agent**

Each Chargor agrees with the Security Agent that no Secured Party nor any nominee will have any liability for:

- 8.7.1 failing to present any coupon or other document relating to any Investments or the Shares;
- 8.7.2 accepting or failing to accept any offer relating to any Investments or the Shares;
- 8.7.3 failing to attend or vote at any meetings related to any Investments or the Shares;
- 8.7.4 failing to notify a Chargor of any matters referred to in this Clause 8.7 or of any communication received in relation to any Investments or the Shares; or
- 8.7.5 any loss arising out of or in connection with the exercise or non-exercise of any rights or powers attaching or accruing to the Investments or the Shares or which may be exercised by the Security Agent or any nominee of the Security Agent under this Deed (whether or not on sale or other realisation of the Investments a better price could have or might have been obtained by either deferring or advancing the date of sale or realisation or otherwise).

8.8 **Nominees**

Each Chargor represents and warrants that it has not and undertakes to the Security Agent that it shall not appoint any nominee to exercise or enjoy all or any of its rights in relation to the Shares or any Investment.

8.9 **Transfer and registration**

8.9.1 Each Chargor represents and warrants in favour of each of the Secured Parties that, during the Security Period, the Investments and the Shares in respect of which that Chargor has any rights or interests are and shall be free from any restrictions as to transfer or registration in respect of any transfer or registration in favour of:

- (A) the Security Agent;
- (B) any Receiver;
- (C) any Delegate; and
- (D) any nominee of the Security Agent, any Receiver or any Delegate (a "**Nominee**"); or

- (E) any purchaser of any such Investments or Shares from the Security Agent, any Receiver; any Delegate, any administrative receiver, any administrator or any Nominee.

8.9.2 Each Chargor represents and warrants in favour of each of the Secured Parties that no company whose shares are subject to the Security purported to be created under this Deed keeps information in respect of its members on the central register kept by the Registrar at Companies House, and undertakes to each of the Secured Parties that it shall procure that, during the Security Period, no company whose shares are subject to the Security purported to be created under this Deed keeps information in respect of its members on the central register kept by the Registrar at Companies House.

9. UNDERTAKINGS AS TO CHARGE OVER BOOK AND OTHER DEBTS

During the Security Period, each Chargor undertakes with reference to the Debts:

- 9.1 to collect the Debts in the ordinary course of its business and (prior to the payment into the account specified in Clause 9.2) to hold the proceeds of those Debts on trust for the Security Agent;
- 9.2 to pay into an account in accordance with the terms of the Facilities Agreement all monies which that Chargor may receive in respect of the Debts;
- 9.3 save to the extent that the Security Agent otherwise agrees in writing or as permitted by the Facilities Agreement not to withdraw any amounts (whether in the nature of principal or interest) standing to the credit of the account referred to in Clause 9.2.

10. RIGHTS OF THE SECURITY AGENT

10.1 Enforcement

At any time on or after the occurrence of an Event of Default which is continuing, the security created pursuant to this Deed shall be immediately enforceable and the Security Agent may in its absolute discretion and without notice to any Chargor or the prior authorisation of any court:

- 10.1.1 enforce all or any part of the security created by this Deed and take possession of or dispose of all or any of the Charged Assets in each case at such times and upon such terms as it sees fit; and
- 10.1.2 whether or not it has appointed a Receiver, exercise all of the powers, authorities and discretions:

- (A) conferred from time to time on mortgagees by the LPA (as varied or extended by this Deed) or by law; and
- (B) granted to a Receiver by this Deed or from time to time by law.

10.2 Restrictions on Consolidation of Mortgages

Section 93 of the LPA shall not apply to this Deed or to any sale made under it. The Security Agent shall have the right to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time. Such power may be exercised by the Security Agent at any time on or after the occurrence of an Event of Default which is continuing. Each Chargor hereby consents to the Security Agent making an application to the Chief Land Registrar on Form CC for registration against the registered titles (if any) specified in Schedule 2 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the right to consolidate.

10.3 **Restrictions on Exercise of Power of Sale**

Section 103 of the LPA shall not apply to this Deed and the power of sale arising under the LPA shall arise on the date of this Deed (and the Secured Liabilities shall be deemed to have become due and payable for that purpose). The power of sale and other powers conferred by section 101 of the LPA as varied or extended by this Deed and those powers conferred (expressly or by reference) on a Receiver shall be immediately exercisable by the Security Agent at any time on or after the occurrence of an Event of Default which is continuing.

10.4 **Leasing Powers**

The restrictions contained in sections 99 to 100 of the LPA shall not apply to restrict the rights of the Security Agent or any Receiver under this Deed. The statutory powers of leasing may be exercised by the Security Agent upon and following the occurrence of an Event of Default which is continuing and the Security Agent and any Receiver may make any lease or agreement for lease and/or accept any surrenders of leases and/or grant options on such terms as it sees fit without the need to comply with the aforementioned restrictions.

10.5 **No Prior Notice Needed**

The powers of the Security Agent set out in Clauses 10.2 (*Restrictions on Consolidation of Mortgages*) to 10.4 (*Leasing Powers*) may be exercised by the Security Agent without prior notice to any Chargor.

10.6 **Right of Appropriation**

10.6.1 Without prejudice to the other provisions of this Deed, to the extent that any of the Charged Assets constitute "financial collateral", and this Deed and the obligations of any Chargor hereunder constitute a "security financial collateral arrangement" (in each case as defined in, and for the purposes of, the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226) (the "**Regulations**")), the Security Agent shall at any time on and after the occurrence of an Event of Default which is continuing have the right to appropriate all or any part of those Charged Assets in or towards discharge of the Secured Liabilities.

10.6.2 Where any financial collateral is appropriated:

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

and each Secured Party will give credit for the proportion of the value of the financial collateral appropriated to its use. The parties agree that the methods or sources of valuation provided for in this Clause, or selected by the Security Agent in accordance with this Clause shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

10.6.3 The Security Agent shall notify the Chargors as soon as reasonably practicable of the exercise of its right of appropriation as regards such of the Charged Assets as are specified in such notice.

11. **EXONERATION**

11.1 **Exoneration**

No Secured Party shall, nor shall any Receiver, by reason of it or the Receiver entering into possession of the Charged Assets, be liable to account as mortgagee in possession or be liable for any loss or realisation or for any default or omission for which a mortgagee in possession might be liable; but every Receiver duly appointed by the Security Agent under this Deed shall for all purposes be deemed to be in the same position as a receiver duly appointed by a mortgagee under the LPA save to the extent that the provisions of that Act are varied by or are inconsistent with the provisions of this Deed when the provisions of this Deed shall prevail and every such Receiver and the Security Agent shall in any event be entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

11.2 **Indemnity**

The Security Agent and every Receiver, attorney, delegate, manager, agent or other person appointed by the Security Agent hereunder shall be entitled to be indemnified out of the Charged Assets or any part thereof in respect of all liabilities and expenses incurred by it or themselves in the execution of any of the powers, authorities or discretions vested in it or them pursuant to this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets or any part of them. The Security Agent and any such Receiver may retain and pay all sums in respect of which it is indemnified out of any monies received by it under the powers conferred by this Deed.

12. **APPOINTMENT OF RECEIVER OR ADMINISTRATOR**

12.1 **Appointment**

12.1.1 At any time on or after the occurrence of an Event of Default which is continuing, or at the request of a Chargor or its directors, the Security Agent may, without prior notice to the Chargors, in writing (under seal, by deed or otherwise under hand) appoint:

- (A) a Receiver in respect of the Charged Assets or any part thereof and may in like manner from time to time (and insofar as it is lawfully able to do) remove any Receiver and appoint another in their stead; or
- (B) one or more persons to be an Administrator in accordance with paragraph 14 of Schedule B1 to the Insolvency Act 1986.

12.1.2 Nothing in Clause 12.1.1 shall restrict the exercise by the Security Agent of any one or more of the rights of the Security Agent under Schedule B1 to the Insolvency Act 1986 and the rules thereunder or at common law.

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

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

12.2 More than one Receiver

Where more than one Receiver is appointed, each joint Receiver shall have the power to act severally, independently of any other joint Receiver, except to the extent that the Security Agent may specify to the contrary in the appointment.

12.3 Receiver as agent

A Receiver shall be the agent of the relevant Chargor which shall be solely responsible for its acts or defaults and for their remuneration. No Receiver shall at any time act as agent of any Secured Party.

12.4 Receiver's Remuneration

A Receiver shall be entitled to remuneration for their services at a rate to be determined by the Security Agent from time to time (and without being limited to any maximum rate specified by any statute or statutory instrument).

12.5 Actions of the Administrator

Save as provided for in statute or as otherwise agreed in writing by that Secured Party, no Secured Party shall have any liability for the acts or omissions of an Administrator.

13. RECEIVER'S POWERS**13.1 Powers**

A Receiver shall have (and be entitled to exercise) in relation to the Charged Assets over which they are appointed the following powers (as the same may be varied or extended by the provisions of this Deed):

- 13.1.1 all of the powers of an administrative receiver set out in Schedule 1 to the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver);
- 13.1.2 all of the powers conferred from time to time on receivers, mortgagors and mortgagees in possession by the LPA;
- 13.1.3 all the powers and rights of a legal and beneficial owner and the power to do or omit to do anything which any Chargor itself could do or omit to do;
- 13.1.4 the power to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Deed or upon receivers by statute or law generally (including the bringing or defending of proceedings in the name of, or on behalf of, any Chargor; the collection and/or realisation of Charged Assets in such manner and on such terms as the Receiver sees fit; and the execution of documents in the name of any Chargor (whether under hand, or by way of deed or by utilisation of the company seal of any Chargor).

13.2 Powers may be Restricted

The powers granted to a Receiver pursuant to this Deed may be restricted by the instrument (signed by the Security Agent) appointing them but they shall not be restricted by any winding-up or dissolution of any Chargor.

14. PROTECTION OF PURCHASERS**14.1 Absence of Enquiry**

No person or persons dealing with the Security Agent or any Receiver shall be concerned to enquire whether any event has happened upon which any of the powers in this Deed are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether

any amount remains secured by this Deed. All the protections to purchasers and persons dealing with receivers contained in sections 104, 107 and 109(4) of the LPA shall apply to any person purchasing from or dealing with the Security Agent or any such Receiver.

14.2 **Receipt: Conclusive Discharge**

The receipt of the Security Agent or any Receiver shall be a conclusive discharge to any purchaser of the Charged Assets.

15. **POWER OF ATTORNEY AND DELEGATION**

15.1 **Power of Attorney: General**

Each Chargor hereby irrevocably and by way of security appoints the Security Agent and any Receiver severally to be its attorney in its name and on its behalf and as its act and deed:

- 15.1.1 to execute and deliver any documents or instruments which the Security Agent or such Receiver may require for perfecting the title of the Security Agent to the Charged Assets or for vesting the same in the Security Agent, its nominee or any purchaser;
- 15.1.2 to sign, execute, seal and deliver and otherwise perfect any further security document which any Chargor is required to enter into pursuant to this Deed;
- 15.1.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Agent or any Receiver under this Deed or which any Chargor is required to do pursuant to this Deed or which may be deemed expedient by the Security Agent or a Receiver in connection with any preservation, disposition, realisation or getting in by the Security Agent or such Receiver of the Charged Assets or in connection with any other exercise of any other power under this Deed,

provided that the power of attorney granted in this Clause 15.1 shall only be exercisable: (a) if an Event of Default is continuing; or (b) following a failure by a Chargor to comply with its obligations under this Deed.

15.2 **Power of Attorney: Ratification**

Each Chargor ratifies and confirms and agrees to ratify and confirm all acts and things which any attorney mentioned in this Clause 15 (*Power of Attorney and Delegation*) does or purports to do in exercise of the powers granted by this Clause.

15.3 **General Delegation**

The Security Agent and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or them by this Deed (including the power of attorney) on such terms and conditions as it or they shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or them or any revocation of the delegation or any subsequent delegation.

16. **APPLICATION OF MONIES RECEIVED UNDER THIS DEED**

Any monies received under the powers hereby conferred shall, subject to the repayment of any claims having priority to this Deed and to any applicable statutory requirement as to (i) the payment of preferential debts or (ii) the payment of unsecured creditors in accordance with section 176A of the Insolvency Act 1986, be applied in accordance with the Facilities Agreement.

17. **RELEASE OF SECURITY**

17.1 **Release**

At the end of the Security Period, the Security Agent shall, at the request and cost of the Chargors execute (or procure the execution by its nominee) (in each case in a form acceptable to the Security Agent) and do all such deeds, acts and things as are necessary to release and/or reassign the Charged Assets from the security created by or in accordance with this Deed.

17.2 **Avoidance of Payments**

17.2.1 No amount paid, repaid or credited to a Secured Party shall be deemed to have been irrevocably paid if the Security Agent considers that the payment or credit of such amount is capable of being avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws.

17.2.2 If any amount paid, repaid or credited to a Secured Party is avoided or reduced because of any laws applicable on bankruptcy, insolvency, liquidation or any similar laws then any release, discharge or settlement between that Secured Party and the Chargors shall be deemed not to have occurred and the Security Agent shall be entitled to enforce this Deed subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

18. **POWER OF SEVERANCE**

In the exercise of the powers conferred by this Deed, the Security Agent or any Receiver may sever and sell plant, machinery or other fixtures separately from the property to which they may be annexed and the Security Agent or any Receiver may apportion any rent or other amount without the consent of the Chargors.

19. **NEW ACCOUNTS**

If a Secured Party receives notice of any subsequent charge or other interest affecting any part of the Charged Assets (the date of receipt of such notice being the "**Notice Date**") it may, without prejudice to its rights under this Deed, open a fresh account or accounts with any Chargor and continue any existing account in the name of each Chargor and may appropriate to any such fresh account any monies paid in, received or realised for the credit of any Chargor after that time without being under any obligation to apply the same or any part of them in discharge of any of the Secured Liabilities. If a Secured Party fails to open a fresh account it will be deemed to have done so and any monies received or realised after the Notice Date will not reduce the Secured Liabilities outstanding on the Notice Date.

20. **MISCELLANEOUS**

20.1 **The Chargors**

This Deed is binding on the successors and assigns of each Chargor.

20.2 **Assignment and Transfer**

No Chargor shall assign any of its rights or transfer any of its rights or obligations under this Deed. The Security Agent may assign and transfer all or any part of its rights and obligations under this Deed to a replacement security agent appointed pursuant to the terms of the Facilities Agreement. Such replacement security agent will, from the date of such assignment or transfer, be the security agent for the Secured Parties under this Deed instead of the previous security agent.

20.3 Property

This Deed is and will remain the property of the Security Agent.

20.4 Continuing Security

This Deed shall be a continuing security and shall not be discharged by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities.

20.5 Additional Security

This Deed shall be in addition to and not be affected by any other security or guarantee now or hereafter held by a Secured Party for all or any part of the Secured Liabilities nor shall any such other security or guarantee of liability to a Secured Party of or by any person not a party to this Deed be in any way impaired or discharged by this Deed nor shall this Deed in any way impair or discharge such other security or guarantee.

20.6 Variation of Security

This Deed shall not in any way be affected or prejudiced by a Secured Party at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee referred to in Clause 20.5 (*Additional Security*) or any rights which a Secured Party may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.

20.7 Enforcement of Other Security

No Secured Party shall be obliged to enforce any other Security it may hold for the Secured Liabilities before enforcing any of its rights under this Deed.

20.8 Redemption of Prior Incumbrances

The Security Agent may redeem or take a transfer of any prior Security over the Charged Assets and may agree the accounts of prior incumbrancers. An agreed account shall be conclusive and binding on the Chargors. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the Chargors to the Security Agent and until such payment shall form part of the Secured Liabilities.

20.9 Costs and Expenses

Each Chargor shall, within three Business Days of demand, reimburse each Secured Party and any Receiver, attorney, manager, agent or other person appointed by the Security Agent under this Deed for all costs and expenses (including legal fees) incurred by that Secured Party, Receiver, attorney, manager, agent or other person in connection with the enforcement of or attempted enforcement of the security created or contemplated by, or the preservation of any rights under, this Deed together with any applicable VAT.

20.10 Obligations Joint and Several

The obligations of the Chargors under this Deed are joint and several.

20.11 Further advances

20.11.1 Each Lender must perform its obligations under the Facilities Agreement (including any obligation to make available further advances).

20.11.2 A Chargor hereby consents to the Security Agent making an application to the Chief Land Registrar on Form CH2 for the registration against the registered titles (if any) specified in Schedule 2 (*Real Property*) (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Real Property from time to time including a registered title) of the obligation to make further advances.

20.12 Non-competition on enforcement

Unless the Security Period has expired or the Security Agent otherwise directs, no Chargor will exercise any rights which it may have by reason of performance by it of its obligations under this Deed or enforcement of the Security created by this Deed:

- 20.12.1 to be indemnified by any Obligor (including any rights it may have by way of subrogation);
- 20.12.2 to claim any contribution from any guarantor of any Obligor of the obligations under the Finance Documents;
- 20.12.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any right of the Security Agent or any of the other Secured Parties under any Finance Document or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents;
- 20.12.4 to claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with the Security Agent or any of the other Secured Parties; and/or
- 20.12.5 receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off against any Obligor.

20.13 Notice to Chargor

This Deed constitutes notice in writing to each Chargor of any charge or assignment of a debt owed by each Chargor to any Transaction Obligor and contained in any other Security Document.

21. LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter, existence, negotiation, validity, termination or enforceability (including any non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

IN WITNESS whereof this Deed has been duly executed and delivered as a deed on the date first above written.

SCHEDULE 1

CHARGORS

Name	Country of incorporation/formation	Registered number
LXi Finco 2 Limited	England and Wales	14645267
LXi Holdco 2 Limited	England and Wales	14645226

SCHEDULE 2
REAL PROPERTY

Address	Tenure	Title Number
	[None as at the date of this Deed]	

SCHEDULE 3

NOTICES

PART A

NOTICE TO ACCOUNT BANK

[On the letterhead of the relevant Chargor]

To: [Account Bank]

[Date]

Dear [name/job title of individual],

Security Agreement dated [] between [name of relevant Chargor] and Lloyds Bank Plc as the Security Agent (the "Security Agreement")

We hereby give you notice that under the Security Agreement we have charged (by way of a first fixed charge) in favour of Lloyds Bank Plc (the "**Security Agent**") all our rights in respect of any amount moneys standing to the credit of any account maintained by us with you (the "**Accounts**") other than [the General Account] (the "**General Account**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent any information relating to any Account requested from you by the Security Agent;
- (b) comply with the terms of any written notice or instruction relating to any Account received by you from the Security Agent; and
- (c) pay or release any sum standing to the credit of any Account (other than the General Account) in accordance with the written instructions of the Security Agent.

In respect of the General Account:

- (a) we are permitted to withdraw any amount from the General Account for any purpose unless and until you receive a notice from the Security Agent or us (a "**Default Notice**") stating that we are no longer permitted to withdraw any amount from the General Account without its consent. If and from the date on which you receive such a notice:
 - (i) we will not be permitted to withdraw any amount from the General Account without the prior written consent of the Security Agent; and
 - (ii) we irrevocably authorise and instruct you to:
 - (A) comply with the terms of any written notice or instruction relating to the General Account received by you from the Security Agent;
 - (B) hold all sums standing to the credit of the General Account to the order of the Security Agent; and
 - (C) pay or release any sum standing to the credit of the General Account in accordance with the instructions of the Security Agent.

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

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

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

Please confirm your agreement to the above by sending the attached acknowledgement to the Security Agent at 25 Gresham Street, London, EC2V 7HN, Attention: [] with a copy to us.

Yours [faithfully][sincerely],

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

PART B

ACKNOWLEDGEMENT OF ACCOUNT BANK

[On the letterhead of the Account Bank]

To: Lloyds Bank Plc
25 Gresham Street,
London,
EC2V 7HN
Attention: []
Copy: [the relevant Chargor]

[Date]

Dear [name/job title of individual],

Security Agreement dated [] between [name of relevant Chargor] and Lloyds Bank Plc as the Security Agent (the "Security Agreement")

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

We confirm that we:

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

The Accounts maintained with us are:

[Specify accounts and account numbers]

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

Yours [faithfully][sincerely],

.....
(Authorised signatory)

[Account Bank]

PART C

NOTICE TO COUNTERPARTY TO HEDGING ARRANGEMENTS

[on the letterhead of the relevant Chargor]

To: [Counterparty]

Date: []

Dear [name/job title of individual],

Security Agreement dated [] between [name of relevant Chargor] and Lloyds Bank Plc as the Security Agent (the "Security Agreement")

This letter constitutes notice to you that under the Security Agreement we assigned (by way of security) to Lloyds Bank Plc (the "**Security Agent**") all our rights under any hedging arrangements between you and us (the "**Hedging Arrangements**").

We irrevocably instruct and authorise you to:

- (a) disclose to the Security Agent without any reference to or further authority from us and without any inquiry by you as to the justification for the disclosure, any information relating to the Hedging Arrangements which the Security Agent may request from you; and
- (b) pay any sum payable by you under the Hedging Arrangements to the account with the Security Agent at [], Sort Code [], Account No. [] (the "**Rent Account**")

We will also remain entitled to exercise all our rights, powers and discretions under the Hedging Arrangements, and you should continue to give notices under the Hedging Arrangements to us, unless and until you receive notice from the Security Agent to the contrary stating that an Event of Default is continuing under the Facilities Agreement (as defined in the Security Agreement). In this event, all the rights, powers and discretions will be exercisable by, and notices given to the Security Agent or as it directs.

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

Please confirm your agreement to the above by sending the enclosed acknowledgement to the Security Agent with a copy to us.

Yours [faithfully][sincerely],

.....

(Authorised signatory)

[the relevant Chargor]

PART D

ACKNOWLEDGEMENT OF COUNTERPARTY TO HEDGING ARRANGEMENTS

To: Lloyds Bank Plc
25 Gresham Street,
London,
EC2V 7HN
Attention: []
Copy: [the relevant Chargor]

[Date]

Dear [name/job title of individual],

Security Agreement dated [] between [name of relevant Chargor] and Lloyds Bank Plc as the Security Agent (the "Security Agreement")

We confirm receipt from [name of the relevant Chargor] (the "**Chargor**") of a notice dated [] (the "**Notice**") of an assignment upon the terms of the Security Agreement of all the Chargor's rights under the Hedging Arrangements (as defined in the Notice).

We confirm that we:

- (a) have not received notice of the interest of any third party in the Hedging Arrangements;
- (b) must pay any amount payable by us under the Hedging Arrangements to the following at [], Sort Code [], Account No. [] (the "**Rent Account**")
- (c) must accept your instructions in relation to the Chargor's rights under the Hedging Arrangements following a confirmation that an Event of Default is continuing under the Facilities Agreement (as defined in the Security Agreement)); and
- (d) will not agree to any amendment, waiver or variation of the terms of the Hedging Arrangements without your prior written consent.

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

Yours [faithfully][sincerely],

.....

(Authorised signatory)

[Counterparty]

PART E

NOTICE TO OCCUPATIONAL TENANT

[On the letterhead of the relevant Chargor]

To: [Occupational tenant]

[Date]

Dear [name/job title of individual],

Re: [Property]/[Properties]

Security Agreement dated [] between [name of relevant Chargor] and Lloyds Bank Plc as the Security Agent (the "Security Agreement")

[We refer to the lease dated [] and made between [] and [] (the "**Lease**").]/[We refer to the following leases:

(a) the lease dated [] and made between [] and []; [and]

(b) [●]¹,

(the "**Leases**").]

This letter constitutes notice to you that under the Security Agreement we assigned (by way of security) in favour of Lloyds Bank Plc (the "**Security Agent**") all our rights under the Lease[s].

We irrevocably instruct and authorise you to pay any rent payable by you under the Lease[s] to the account with [] at [], Account No. [], Sort Code [] (the "**Rent Account**").

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

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at 25 Gresham Street, London, EC2V 7HN, Attention: [].

Yours [faithfully][sincerely],

For

[THE RELEVANT CHARGOR]

¹ Each lease to be specified

PART F

ACKNOWLEDGEMENT OF OCCUPATIONAL TENANT

To: Lloyds Bank Plc
25 Gresham Street,
London,
EC2V 7HN

Attention: []

[Date]

Dear [name/job title of individual],

Re: [Property]/[Properties]

Security Agreement dated [] between [name of relevant Chargor] and Lloyds Bank Plc as the Security Agent (the "Security Agreement")

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

We accept the instructions contained in the Notice.

We confirm that we:

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

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

Yours [faithfully][sincerely],

.....

For
[Tenant]

PART G**NOTICE TO INSURER**

To: [Insurer]

[Date]

Dear [name/job title of individual],

Security Agreement dated [] between [name of relevant Chargor] and Lloyds Bank Plc as the Security Agent (the "Security Agreement")

We hereby give you notice that under the Security Agreement we assigned to Lloyds Bank Plc (the **"Security Agent"**) all our rights to and title and interest from time to time in, to and under insurance policy number[s] [●] effected by us or whomsoever in relation to the properties listed in the Schedule hereto (including all moneys payable thereunder, proceeds of all claims, awards and judgments) and all other insurances entered into supplemental to or in replacement of such policy[ies] of insurance (the **"Policy[ies]"**).

We irrevocably instruct and authorise you to pay all payments in each case in excess of [●] per property in any one year under or arising under the Policy[ies] to:

- A. in respect of any loss of rent insurance, the account called [Rent Account] at [Bank], account number [●] sort code [●]; and
- B. in respect of any other insurance, the account called [Deposit Account], at [Bank], account number [●] sort code [●],

save where the basis of settlement for any payment requires such payment to be made directly to a third party.

It is very important that you make all immediate arrangements for all such sums payable by you under the Policy[ies] to be paid to this account.

Please note that:

- 1. all remedies provided for under the Policy[ies] or available at law or in equity are exercisable by the Security Agent;
- 2. all rights to compel performance of the Policy[ies] are exercisable by the Security Agent; and
- 3. all rights, interests and benefits whatsoever accruing to or for our benefit arising under the Policy[ies] belong to the Security Agent.

We will remain liable to perform all our obligations under the Policy[ies] and the Security Agent is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by us to perform our obligations under the Policy[ies].

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at 25 Gresham Street, London, EC2V 7HN, Attention [].

Yours [faithfully][sincerely],

.....
(Authorised signatory)

[the relevant Chargor]

**SCHEDULE
PROPERTIES**

[•]

PART H

ACKNOWLEDGEMENT OF INSURER

To: Lloyds Bank Plc
25 Gresham Street,
London,
EC2V 7HN

Attention: []

[Date]

Dear [name/job title of individual],

Security Agreement dated [] between [name of relevant Chargor] and the Security Agent (the "Security Agreement")

We confirm receipt from [*name of relevant Chargor*] (the "**Chargor**") of a notice dated [●] of an assignment upon the terms of the Security Agreement to Lloyds Bank Plc (the "**Security Agent**") of the Chargor's right, interests and benefit in, to and under the Policy[ies] (as specified in that notice) to which we are a party.

We confirm that we have not received notice of any other assignment or charge of or over any of the rights, title and interests specified in such notice and will make all payments in accordance with the terms of the notice to the account specified in that notice.

We further confirm that:

1. no amendment, waiver or release of any such rights, interests and benefits will be effective without the prior written consent of the Security Agent;
2. no termination of such rights, interests or benefits will be effective unless we have given the Security Agent at least 30 days' notice of the proposed termination and specifying the action necessary to avoid such termination;
3. the Chargor will remain liable to perform all of its obligations under the Policy[ies] and the Security Agent is under no obligation of any kind whatsoever under the Policy[ies] nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Policy[ies]; and
4. as the Security Agent is named as composite insured, no breach or default on the part of the Chargor of any of the terms of such Policy[ies] will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach.

We unconditionally and irrevocably waive all rights of set-off, lien, counter-claim and other similar rights (however described) which we may have now or in the future to the extent that such rights relate to amounts owed to us by the Chargor (and the proceeds thereof) and we will send you copies of all statements, orders and notices given by us relating to such debt.

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

Yours [faithfully][sincerely],

.....
(Authorised signatory)

[Insurer]

PART I

NOTICE OF ASSIGNMENT OR CHARGE TO RELEVANT PARTY

[On the letterhead of the relevant Chargor]

To: [Relevant Contracting Party]

[Date]

Dear [name/job title of individual],

Re: [Property]

Security Agreement dated [] between [name of relevant Chargor] and Lloyds Bank Plc as the Security Agent (the "Security Agreement")

We refer to the [description of relevant document or asset] dated [] and made between [] and [] (the ["**Assigned Contract**"/["**Charged Property**"]]).

This letter constitutes notice to you that under the Security Agreement we [assigned in favour of Lloyds Bank Plc (the "**Security Agent**") all our rights, title and interest in the Assigned Contract] [have charged (by way of a first fixed charge) in favour of Lloyds Bank Plc (the "**Security Agent**") all our rights in respect of the Charged Asset.

We irrevocably instruct and authorise you:

- (a) to pay any amount payable by you [under the Assigned Contract][in respect of the Charged Asset] to the account with the Security Agent at [], Account No. [], Sort Code [] (the "**Deposit Account**");
- (b) [notwithstanding the assignment referred to above or the making of any payment by you to the Security Agent pursuant to it, we shall remain liable under the Assigned Contract to perform all of the obligations assumed by us under the Assigned Contract and neither the Security Agent nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of the Assigned Contract;]
- (c) [we shall not and you agree that we shall not vary or waive (or agree to vary or waive) any provision of the Assigned Contract or exercise any right to rescind or terminate the Assigned Contract without the prior written consent of the Security Agent but otherwise we shall be entitled to exercise all our rights, powers and discretions under the Assigned Contract until you receive written notice from the Security Agent to the contrary, in which event all rights, powers and discretions shall be exercisable by the Security Agent or as it directs;]
- (d) unless otherwise directed by the Security Agent, you shall furnish or disclose to the Security Agent in addition to us all notices, matters or things required under the Assigned Contract to be furnished or disclosed to us and all such information as it may require from time to time in connection with the Assigned Contract, without further authority from us and without any obligation by you to enquire as to the purpose or justification for such disclosure.

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

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

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

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at 25 Gresham Street, London, EC2V 7HN, Attention: [].

Yours [faithfully][sincerely],

For

[RELEVANT CHARGOR]

PART J

ACKNOWLEDGEMENT OF ASSIGNMENT OF RELEVANT CONTRACTING PARTY

To: Lloyds Bank Plc
25 Gresham Street,
London,
EC2V 7HN

Attention: []

[Date]

Dear [name/job title of individual],

Re: [Property]

Security Agreement dated [] between [name of relevant Chargor] and Lloyds Bank Plc as the Security Agent (the "Security Agreement")

We confirm receipt from [*name of the relevant Chargor*] (the "**Chargor**") of a notice dated [] (the "**Notice**") in relation to the [Assigned Contract]/[Charged Asset] (as defined in the Notice).

We accept the instructions contained in the Notice.

We confirm that we:

- (a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the [Assigned Contract]/[Charged Asset] (as defined in the Notice);
- (b) must pay all monies payable by us [under the Assigned Contract]/[in respect of the Charged Asset] into the Deposit Account (as defined in the Notice); and
- (c) must continue to pay those monies into the Deposit Account until we receive your written instructions to the contrary.

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

Yours [faithfully][sincerely],

.....

For

[]

PART K
NOTICE OF CHARGE TO RELEVANT CONTRACTING PARTY

[On the letterhead of the relevant Chargor]

To: [Relevant Contracting Party]

[Date]

Dear [name/job title of individual],

Re: [Property]

Security Agreement dated [] between [name of relevant Chargor] and Lloyds Bank Plc as the Security Agent (the "Security Agreement")

We refer to the [description of relevant document] dated [] and made between [] and [] (the "**Charged Contract**").

This letter constitutes notice to you that under the Security Agreement we have charged in favour of Lloyds Bank Plc (the "**Security Agent**") all our rights, title and interest in the Charged Contract.

We irrevocably:

- (a) instruct and authorise you to pay any amount payable by you under the Charged Contract to account with the Security Agent at [], Account No. [], Sort Code [] (the "**Deposit Account**");
- (b) confirm that we shall remain liable under the Charged Contract to perform all of the obligations assumed by us under the Charged Contract and neither the Security Agent nor any receiver, delegate or sub-delegate appointed by it shall at any time be under any obligation or liability to you under or in respect of the Charged Contract;
- (c) confirm that we shall not and you agree that we shall not vary or waive (or agree to vary or waive) any provision of the Charged Contract or exercise any right to rescind or terminate the Charged Contract without the prior written consent of the Security Agent but otherwise we shall be entitled to exercise all our rights, powers and discretions under the Charged Contract until you receive written notice from the Security Agent to the contrary, in which event all rights, powers and discretions shall be exercisable by the Security Agent or as it directs;²
- (d) unless otherwise directed by the Security Agent, you shall furnish or disclose to the Security Agent in addition to us all notices, matters or things required under the Charged Contract to be furnished or disclosed to us and all such information as it may require from time to time in connection with the Charged Contract, without further authority from us and without any obligation by you to enquire as to the purpose or justification for such disclosure.

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

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

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

² DN: To be aligned with any specific carve outs for amendments in the Facilities Agreement on a notice by notice basis.

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Security Agent at 25 Gresham Street, London, EC2V 7HN, Attention: [].

Yours [faithfully][sincerely],

For

[RELEVANT CHARGOR]

PART L

ACKNOWLEDGEMENT OF RELEVANT CONTRACTING PARTY

To: Lloyds Bank Plc
25 Gresham Street,
London,
EC2V 7HN

Attention: []

[Date]

Dear [name/job title of individual],

Re: [Property]

Security Agreement dated [] between [name of relevant Chargor] and Lloyds Bank Plc as the Security Agent (the "Security Agreement")

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

We accept the instructions contained in the Notice.

We confirm that we:

- (a) have not received any notice that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor under or in respect of the Charged Contract (as defined in the Notice);
- (b) must pay all monies payable by us under the Charged Contract into the Deposit Account (as defined in the Notice); and
- (c) must continue to pay those monies into the Deposit Account until we receive your written instructions to the contrary.

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

Yours [faithfully][sincerely],

.....

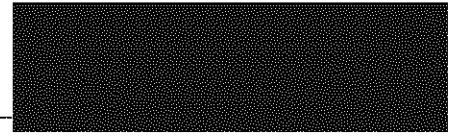
For

[]

THE CHARGORS³

Executed as a deed by LXi Finco 2 Limited acting by a director in the presence of:

signature



Neil Alexander MacEachin

print name

signature of witness



CHARLOTTE PRICE

print name of witness



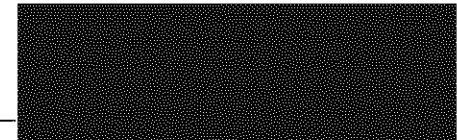
address of witness

FINANCIAL CONTROLLER

occupation of witness

Executed as a deed by LXi Holdco 2 Limited acting by a director in the presence of:

signature



Neil Alexander MacEachin

print name

signature of witness



CHARLOTTE PRICE

print name of witness



address of witness

FINANCIAL CONTROLLER

occupation of witness

³ HSF Note. LR compliant signature blocks will be needed for the second security agreement

The Security Agent

SIGNED by

John Togher

for and on behalf of the Security Agent

)
)
)
)
)

