



Registration of a Charge

LLP name in full: **BROOKSHIRE CAPITAL LLP**

LLP Number: **OC351469**



Received for filing in Electronic Format on the: **20/12/2021**

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Details of Charge

Date of creation: **16/12/2021**

Charge code: **OC35 1469 0010**

Persons entitled: **CALEDONIA INVESTMENTS PLC**

Brief description: **(1) THE FREEHOLD PROPERTY KNOWN AS THE LIMES, PORTSMOUTH ROAD, MILFORD, GODALMING, SURREY, GU8 5BB AND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER SY530103. (2) THE FREEHOLD PROPERTY KNOWN AS 94 READING ROAD, FINCHAMPSTEAD, WOKINGHAM, RG40 4RB AND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER BK280076. (3) THE FREEHOLD PROPERTY KNOWN AS 31 NOBEL SQUARE, BURNT MILLS INDUSTRIAL ESTATE, BASILDON, ESSEX, SS13 1LT AND REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER EX714193. FOR MORE DETAILS PLEASE REFER TO SCHEDULE 1 OF THE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **TAYLOR WESSING LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC351469

Charge code: OC35 1469 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th December 2021 and created by BROOKSHIRE CAPITAL LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 20th December 2021 .

Given at Companies House, Cardiff on 21st December 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



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

DATED

16 December 2021

BROOKSHIRE CAPITAL LLP
as Chargor

and

CALEDONIA INVESTMENTS PLC
as Seller

LEGAL CHARGE

Execution version

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TaylorWessing

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THIS LEGAL CHARGE is made on 16 December 2021

BETWEEN

- (1) **BROOKSHIRE CAPITAL LLP** (registered number OC351469) with its registered office at ~~PO Box 3, Edenbridge Kent TN8 5ZF~~ (the "**Chargor**"); and
TW: Kempston, Mill Hill, Edenbridge, Kent TN8 5DQ
- (2) **CALEDONIA INVESTMENTS PLC** (company number 00235481) with its registered office at Cayzer House, 30 Buckingham Gate, London, SW1E 6NN (the "**Seller**").

AGREED TERMS

1. Definitions and Interpretation

1.1 Definitions

To the extent not defined herein, capitalised terms and expressions used in this deed shall have the same meanings as ascribed to them in the Agreement and in this deed:

"Acceleration Event" means a notice being served by the Seller on the Buyers following the occurrence of an Event of Default, where such notice states that the Deferred Consideration has become immediately due and payable as a consequence of such Event of Default.

"Agreement" means a sale and purchase agreement dated on or around the date of this deed and made between the Buyers and the Seller;

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

"Buyers" means each of Neal Taylor of 9 Weybridge Park, Weybridge, Surrey, KT13 8SJ and Alexander Wildman of Mount Pleasant Farmhouse, Buckland, Oxfordshire, SN7 8PY;

"Charged Property" means the assets mortgaged, charged or assigned by the Chargor under this deed;

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Seller pursuant to clause 9.6 (Delegation);

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No 2) Regulations 2003 SI 2003/3226;

"Guarantee" means the deed of guarantee and indemnity relating to the Agreement dated on or around the date of this deed and made between the Chargor and the Seller;

"Insolvency Act" means the Insolvency Act 1986;

"Insolvency Event" shall have the meaning given to that term in the Agreement and **"Insolvent"** and **"Insolvency"** shall be construed accordingly;

"Insurances" means any contract of insurance effected by or for the benefit of the Chargor in connection with the Property or any part thereof;

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liabilities for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) similar principles, rights and defences applicable to creditors generally under the laws of any relevant jurisdiction;

"Lease" includes any underlease, tenancy, letting, contractual licence, right to occupy, any document supplemental or collateral to any of them including any guarantee and any agreement to enter into any of them, in each case in relation to a Property or any part thereof and the expression tenant will be construed accordingly;

"Limitation Acts" means the Limitation Act 1980 and the Foreign Limitation Periods Act 1984;

"LPA" means the Law of Property Act 1925;

"Plant and Equipment" means any fittings, plant, equipment, machinery, tools, vehicles, furniture and other tangible movable property;

"Property" means each of the properties listed in Schedule 2 (Properties);

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property;

"Related Rights" means, in relation to an agreement, any guarantee or security for the performance of any such agreement, any money now or at any time in the future due or owing to the Chargor under or in connection with any such agreement, all claims for damages or other remedies in respect of any present or future breach of such agreement and all rights and remedies for enforcing such agreement;

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of any part of a Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of the Chargor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of a Property and any fixture and fitting on that Property including any fixture or fitting on a Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;

- (f) any sum paid or payable, or the value of any consideration given, for the grant, surrender, amendment, supplement or extension of any Lease;
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease;
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Lease;
- (i) any Tenant Contributions; and
- (j) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor;

"Secured Liabilities" means all monies, debts and obligations of the Chargor owed or expressed to be owed to the Seller under the Guarantee;

"Secured Party" means the Seller, a Receiver or any Delegate; and

"Tenant Contributions" means:

- (a) any amount paid or payable to the Chargor by any tenant under a Lease or any other occupier of a Property:
 - (i) by way of contribution to:
 - (A) ground rent;
 - (B) insurance premia;
 - (C) the cost of an insurance valuation;
 - (D) a service or other charge in respect of the Chargor's costs in connection with any management, repair, maintenance or similar obligation or in providing services to a tenant of, or with respect to, a Property; or
 - (E) a reserve or sinking fund;
 - (ii) by way of VAT; or
- (b) any other amount from time to time agreed between the Seller and the Chargor in writing.

1.2 *Construction*

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

- (a) the **"Seller"** or **"Chargor"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (b) **"assets"** includes present and future properties, revenues and rights of every description;
- (c) **"disposal"** includes a sale, transfer, assignment, grant or creation of any interest derived out of all or any part of any asset, licence, declaration of trust

or other disposal, whether voluntary or involuntary, and "**dispose**" will be construed accordingly;

- (d) a "**Transaction Document**" any other agreement or instrument is a reference to that Transaction Document or other agreement or instrument as amended, novated, supplemented, extended or restated from time to time;
- (e) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (f) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality); and
- (g) a "**regulation**" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.

1.3 *Interpretation*

Unless a contrary indication appears, in this deed:

- (a) "**obligations**" means obligations and liabilities;
- (b) references to obligations and liabilities include the whole or any part of them, present and future, actual and contingent;
- (c) any reference to "**powers**" includes rights, powers, discretions and authorities;
- (d) any reference to any asset includes any proceeds of sale of any such asset;
- (e) any reference to a provision of law is a reference to that provision as amended or re-enacted from time to time;
- (f) any reference to clauses, paragraphs and schedules are to the clauses, paragraphs of and schedules to this deed;
- (g) any reference to "**this clause**" is to the clause with a bold heading in which such expression appears and includes each sub-clause in that clause;
- (h) any reference to a time is to London time;
- (i) the words "**including**" and "**in particular**" are used by way of illustration or emphasis only and do not limit the generality of any words preceding them;
- (j) the words "**other**" and "**otherwise**" are not limited by any words preceding them; and
- (k) clause and schedule headings are for ease of reference only;

1.4 *Construction of charging clause*

Each of the security interests created by clause 3 (Fixed Security) shall be construed as separate and distinct interests over the relevant assets so that the recharacterisation for any reason of any security interest over any one asset shall not affect the nature of the security interest created over any other asset.

1.5 *Incorporation*

This deed incorporates the terms of the Transaction Documents and any side letters between the parties to the extent required to ensure the validity of any purported disposition under this deed of any freehold or leasehold property under s. 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

2. **Undertaking to Pay**

The Chargor undertakes with the Seller to pay the Secured Liabilities to the Seller when due.

3. **Fixed Security**

As continuing security for the payment of the Secured Liabilities the Chargor with full title guarantee:

- (a) charges to the Seller by way of legal mortgage each Property;
- (b) charges to the Seller by way of fixed charge the goodwill in respect of any business now or at any time after the date of this deed carried on by the Chargor at any Property;
- (c) assigns to the Seller, by way of fixed security and subject to re-assignment, its rights and interest in all present or future Rental Income;
- (d) assigns to the Seller, by way of fixed security and subject to re-assignment, its rights and interest in any present or future compensation and damages for the compulsory purchase of, or any blight or disturbance affecting, any Property;
- (e) assigns to the Seller, by way of fixed security and subject to re-assignment, its rights and interest in any claim against any the provider of any certificate of or report on title or the provider of any other due diligence report (in its capacity as provider of the same) in connection with the acquisition, development, financing or refinancing of any Property,
- (f) assigns to the Seller, by way of fixed security and subject to re-assignment, its rights and interest in any contract for the purchase of a Property and any Related Rights; and
- (g) charges to the Seller by way of fixed charge its rights and interest in any present or future contract of insurance effected by or for the benefit of the Chargor and Related Rights.

4. **Representations**

4.1 *Representations and Warranties*

The Chargor represents and warrants to the Seller as set out in this clause on the date of this deed.

4.2 *Status*

- (a) It is a limited liability partnership, duly incorporated and validly existing under the law of England and Wales.

- (b) It has the power to own its assets and carry on its business in England as it is being conducted.

4.3 *Binding obligations*

The obligations expressed to be assumed by it in this deed are legal, valid, binding and enforceable obligations subject to the Legal Reservations.

4.4 *Non-conflict with other obligations*

The entry into and performance by it of, and the transactions contemplated by, this deed do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its assets, in any material respect.

4.5 *Power and authority*

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this deed and the transactions contemplated by this deed.

4.6 *Validity and admissibility in evidence*

All Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this deed; and
- (b) to make this deed admissible in evidence in its jurisdiction of incorporation,

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

4.7 *No filing or stamp taxes*

Under the law of England it is not necessary that this deed be filed, recorded or enrolled with any court or other authority in England or that any stamp, registration or similar tax be paid on or in relation to this deed or the transactions contemplated by this deed.

4.8 *Security*

There is no Security over any of the Charged Property.

4.9 *Pari Passu*

The obligations of the Chargor under this deed will rank at least pari passu in all respects with all its other present and future unsecured obligations (apart from obligations mandatorily preferred by law).

4.10 *The Properties*

- (a) The Chargor is the legal and beneficial owner of each Property.

- (b) Each Property is free from any Security.

4.11 *Duration and Scope*

The representations and warranties set out in this clause will be deemed to be repeated by the Chargor on each day on which the Buyers are deemed to repeat any representations and warranties in the Agreement in relation to the then existing circumstances.

5. Negative Undertakings

5.1 *Negative pledge*

The Chargor shall not create or permit to subsist any Security over any of the Charged Property.

5.2 *Disposals*

- (a) The Chargor shall not sell, transfer, lease or otherwise dispose or purport or agree to dispose of any of its assets which are expressed to be mortgaged by way of legal or equitable mortgage, assigned by way of security or charged by way of fixed security or charge to the Seller under clause 3 (Fixed Security).
- (b) Paragraph (a) above does not apply to any disposal:
 - (i) permitted in accordance with the Agreement; or
 - (ii) which is permitted under clause 6.5 (Leases).

6. Undertakings relating to the Charged Property

6.1 *Management and Insurances*

- (a) The Chargor shall procure that each Property is properly managed in accordance with the usual principles of good estate management.
- (b) The Chargor shall maintain Insurances on and in relation to each Property against those risks and to the extent that is consistent with the Insurances in place at the date of this deed. The Insurances must:
 - (i) note the Seller's interest as mortgagee;
 - (ii) contain a non-invalidating and non-vitiating clause under which the Insurance will not be vitiated or avoided as against any insured party as a result of any circumstances beyond the control of that insured party or any misrepresentation, non-disclosure, or breach of any policy term or condition, on the part of any insured party or any agent of any insured party; and
 - (iii) contain a waiver of the rights of subrogation of the insurer as against the Chargor and the tenants of the relevant Property.
- (c) The Chargor must:
 - (i) comply with the terms of the Insurances;

- (ii) not do or permit anything to be done which may make void or voidable any of the Insurances;
- (iii) ensure that each premium for the Insurances is paid promptly and in any event prior to the commencement of the period of insurance for which that premium is payable; and
- (iv) ensure that all other things necessary are done so as to keep each of the Insurances in force.

6.2 *Title*

- (a) The Chargor must exercise its rights and comply in all respects with any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting each Property.
- (b) The Chargor may not agree to any amendment, supplement, waiver, surrender or release of any covenant, stipulation or obligation (restrictive or otherwise) at any time affecting a Property.
- (c) The Chargor must promptly take all such steps as may be necessary or desirable to enable the Security created by this deed to be registered, where appropriate, at the applicable Land Registry.

6.3 *Proprietorship*

The Chargor shall not permit any person:

- (a) to be registered as proprietor under the Land Registration Act 2002 of any Charged Property nor create or permit to arise any interest referred to in schedule 1 or schedule 3 of such Act affecting any Charged Property; or
- (b) to become entitled to any proprietary right or interest which might affect the value of any Charged Property.

6.4 *Maintenance*

The Chargor must, to the extent it is legally entitled to do so, take reasonable steps to enforce the obligations of a tenant under a Lease of a Property in order to ensure that all buildings, plant, machinery, fixtures and fittings on such Property are maintained in good and substantial repair and condition and, as appropriate, in good working order.

6.5 *Leases*

- (a) The Chargor may not without the consent of the Seller provided that such consent shall not be unreasonably withheld or delayed:
 - (i) grant or agree to grant any new Lease;
 - (ii) agree to any amendment, supplement, extension, waiver, surrender or release in respect of any Lease other than where any such amendment, supplement, extension or waiver is of a minor administrative nature;
 - (iii) exercise any right to break, determine or extend any Lease;
 - (iv) commence any forfeiture or irritancy proceedings in respect of any Lease;

- (v) grant any licence or right to use or occupy any part of the Property;
- (vi) consent to any sublease or assignment of any tenant's interest under any Lease except where required to do so under the terms of the relevant Lease;
- (vii) agree to any change of use under, or (except where required to do so under the terms of the relevant Lease) downward rent review in respect of, any Lease; or
- (viii) serve any notice on any former tenant under any Lease (or on any guarantor of that former tenant) which would entitle it to a new lease or tenancy,

(each a "**Letting Activity**").

- (b) Paragraph (a) above does not apply to any Letting Activity if:
 - (i) such Letting Activity is (where applicable) entered into on arm's length market terms; and
 - (ii) no Acceleration Event has occurred.
- (c) If any Letting Activity permitted under paragraph (b) above involves the surrender of a Lease, the Chargor shall only be permitted to agree to the surrender if:
 - (i) the surrender is connected to a proposed sale of the Property concerned;
 - (ii) the proposed sale will be a Permitted Property Disposal (for these purposes adding the proceeds of the surrender premium and the proceeds of the sale of the Property); and
 - (iii) the Chargor procures that the proceeds of the surrender premium received by the Chargor are applied towards the prepayment of the Deferred Consideration in accordance with the terms of clause 4.4 of the Agreement.

6.6 *Failure to comply*

If the Chargor fails to comply with any of its obligations under this deed the Seller may take such steps as it considers appropriate to procure compliance with such obligations at the cost of the Chargor.

7. **Enforcement of Security**

7.1 *Seller's powers*

On the occurrence of an Event of Default or if the Chargor requests that the Seller exercises any of its powers under this clause 7.1, this deed shall become enforceable and the Seller may immediately or at any time thereafter:

- (a) exercise the power of sale and all other powers conferred by section 101 of the LPA as varied or extended by this deed;

- (b) make any lease or agreement for lease or accept surrenders of leases and grant options on such terms as it thinks fit without needing to comply with sections 99 and 100 of the LPA;
- (c) subject to section 72A of the Insolvency Act, appoint one or more persons as a Receiver of any Charged Property;
- (d) exercise all the powers conferred on a Receiver by this deed, the LPA and the Insolvency Act;
- (e) by notice to the Chargor end the Chargor's right to possession of all or any part of each Property and enter into possession of all or such part of each Property;
- (f) secure and perfect its title to all or any part of the Charged Property and/or transfer any asset into the name of its nominee;
- (g) to the extent that this deed constitutes a "security financial collateral arrangement" as defined in the Financial Collateral Regulations, appropriate any Charged Property which constitutes "financial collateral" as defined in the Financial Collateral Regulations in or towards satisfaction of the Secured Liabilities and the Seller shall value such Charged Property by reference to an independent valuation or other procedure selected by the Seller acting reasonably.

7.2 *Powers under the LPA*

- (a) Section 103 of the LPA will not apply to this deed.
- (b) The power of sale and all other powers conferred by section 101 of the LPA as varied or extended by this deed will arise upon execution of this deed by the Chargor.

7.3 *Receivers*

- (a) The Seller may appoint any Receiver upon such terms as to remuneration and otherwise as the Seller thinks fit and the maximum rate specified in section 109(6) of the LPA shall not apply.
- (b) Any Receiver will be the agent of the Chargor for all purposes and the Chargor will be responsible for such Receiver's acts and defaults and for his remuneration, costs, fees, taxes and expenses to the exclusion of liability on the part of the Seller (unless due to the fraud, gross negligence or wilful misconduct of the Receiver).
- (c) Where two or more persons are appointed as Receiver any act authorised to be done by the Receiver may be done by all of them acting jointly or by any one or more of them acting severally.
- (d) The Seller may at any time by writing remove any Receiver (subject to the obtaining of any required order of the court in the case of an administrative receiver) whether or not the Seller appoints any other person as Receiver in his place.

8. Powers of Receiver and Seller

8.1 *Statutory powers*

A Receiver shall have and be entitled to exercise all the powers conferred on a receiver by the LPA and, whether or not such a Receiver is an administrative receiver, all the powers conferred upon an administrative receiver by Schedule 1 to the Insolvency Act which powers are incorporated into this deed provided that references in that Schedule to "the property of the Company" will be deemed to be references to the Charged Property for the purposes of this deed.

8.2 *Additional powers*

By way of addition to and without limiting any other powers referred to in this clause a Receiver shall have power (both before and after the commencement of any liquidation of the Chargor) to do every act and thing and exercise every power:

- (a) which the Chargor would have been entitled to do or exercise if no Receiver had been appointed or which the Receiver would have been entitled to do or exercise if the Receiver were the absolute legal and beneficial owner of the Charged Property; and
- (b) which such Receiver in his absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the Security created by this deed or the realisation of any Charged Property;

and may use the name of the Chargor in connection with any exercise of such powers.

8.3 *Consideration*

The receipt of the Seller or any Receiver shall be a conclusive discharge to a purchaser.

8.4 *Prior encumbrances*

At any time after the security given by this deed has become enforceable, the Seller may redeem any prior Security against the Charged Property or procure a transfer of such Security to itself and may agree the accounts of the person entitled to that Security and any accounts so agreed will be binding on the Chargor. Any money paid by the Seller in connection with a redemption or transfer of any prior Security will form part of the Secured Liabilities.

8.5 *Possession*

If the Seller, any Receiver or any Delegate takes possession of any Charged Property it may go out of possession at any time.

8.6 *Delegation*

- (a) Each of the Seller, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any of the rights, powers and discretions vested in it by this deed.
- (b) That delegation may be made upon any terms and conditions (including the power to sub delegate) and subject to any restrictions that the Seller, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit and it shall not be bound to supervise, or be in any way responsible for any

loss incurred by reason of any misconduct or default on the part of any such delegate or sub delegate.

9. Exclusion of Liability

9.1 *No obligation to recover*

Neither the Seller nor any Receiver is under any obligation to take action to collect any money or enforce any rights comprised in the Charged Property whether or not it is in possession of the relevant Charged Property.

9.2 *Liability as mortgagee in possession*

If the Seller or any Receiver takes possession of any Charged Property, it will not be liable to account to the Chargor for anything except actual receipts or be liable to the Chargor for any loss arising from any realisation of any Charged Property or for any default or omission for which a receiver or mortgagee in possession would be liable.

9.3 *Losses on enforcement*

No Secured Party will be liable to the Chargor for any loss or damage arising from:

- (a) any sale of any Charged Property;
- (b) any act, default or omission of any Secured Party in relation to any Charged Property; or
- (c) any exercise or non-exercise by any Secured Party of any power conferred upon it in relation to any Charged Property by or pursuant to this deed or by the LPA,

unless such loss or damage is caused by the fraud, gross negligence or wilful misconduct of such Secured Party.

10. Reimbursement and Indemnity

10.1 *Amendment costs*

If the Chargor requests an amendment, waiver or consent, the Chargor shall, on demand, reimburse the Seller for the amount of all out of pocket costs and expenses (including legal fees and VAT) reasonably incurred by the Seller or any Receiver or Delegate in responding to, evaluating, negotiating or complying with that request or requirement.

10.2 *Enforcement and preservation costs*

The Chargor shall, on demand, pay to the Seller the amount of all out of pocket costs and expenses (including legal fees, accountancy fees and consultancy fees and VAT) reasonably incurred by it in connection with the enforcement of or the preservation of any rights under this deed, steps taken to ascertain the ability of the Chargor to meet its obligations under this deed and any proceedings instituted by or against the Seller as a consequence of taking or holding the Security constituted by this deed or enforcing those rights.

10.3 *Indemnity to the Seller*

The Chargor shall promptly indemnify the Seller and every Receiver and Delegate against any cost, loss or liability incurred by any of them:

- (a) as a result of:
 - (i) the taking, holding, protection or enforcement of the Security constituted by this deed;
 - (ii) the exercise of any of the rights, powers, discretions and remedies vested in the Seller and each Receiver and Delegate by this deed or by law; or
 - (iii) any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this deed; or
- (b) which otherwise relates to any of the Charged Property or the performance of the terms of this deed (otherwise than as a result of its fraud, gross negligence or wilful misconduct).

10.4 *Priority of Indemnity*

The Seller and every Receiver and Delegate may indemnify itself out of the Charged Property in respect of, and pay and retain, all sums necessary to give effect to the indemnity in clause 10.1 (Indemnity to the Seller) and shall have a lien on the Security constituted by this deed and the proceeds of enforcement of the Security constituted by this deed for all moneys payable to it.

11. **Application of Proceeds**

11.1 *Order of application*

All monies received or recovered by the Seller under this deed or in connection with the realisation or enforcement of all or part of the Security constituted by this deed, shall (subject to the claims of any person having prior rights and by way of variation of the LPA) be applied in the following order of priority:

- (a) in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Seller under or in connection with this deed;
- (b) in or towards payment of the Secured Liabilities in any order and manner that the Seller determines; and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it in payment of all costs and expenses incurred by any Secured Party in connection with any realisation or enforcement of this deed and of all outgoings properly payable by any Secured Party.

11.2 *Prospective liabilities*

The Seller may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Seller with such financial institution (including itself) and for so long as the Seller shall think fit (the interest being credited to the relevant account) for later application under clause 11.1 (Order of Application) in respect of:

- (a) any sum owing to the Seller, any Receiver or any Delegate; and
- (b) any part of the Secured Liabilities,

that the Seller reasonably considers, in each case, might become due or owing at any time in the future.

11.3 *Investment of proceeds*

Prior to the application of the proceeds of the Recoveries in accordance with clause 11.1 (Order of Application) the Seller may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Seller with such financial institution (including itself) and for so long as the Seller shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Seller's discretion in accordance with clause 11.1 (Order of Application).

11.4 *Currency Conversion*

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Seller may convert any moneys received or recovered by the Seller from one currency to the currency in which the Secured Liabilities are denominated, at a market rate of exchange.
- (b) The obligations of the Chargor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

12. Protection of Persons Dealing with Seller or Receiver

No person dealing with the Seller or any Receiver will be concerned to enquire:

- (a) whether any event has happened upon which any of the powers conferred by this deed may have arisen or be exercisable;
- (b) otherwise as to the propriety or regularity of any exercise of the powers conferred by this deed or of any act purporting or intended to be in exercise of such powers; or
- (c) whether any Secured Liabilities remain owing.

13. Notice of Subsequent Charge

If the Seller receives notice of any Security or other interest affecting any Charged Property:

- (a) it may open a new account for the Chargor in its books and may transfer any outstanding balance owing by the Chargor to such new account;
- (b) if it does not open a new account then, unless it gives express written notice to the contrary to the Chargor, all payments made by the Chargor to it will as from the time of receipt of such notice be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.

14. Further Assurance

When required by the Seller or any Receiver the Chargor shall, at its own cost:

- (a) execute a charge by way of legal mortgage, assignment by way of security or fixed charge over any Charged Property and such legal mortgage, assignment or charge shall secure the Secured Liabilities and contain a power of sale which arises immediately upon execution, provisions excluding s. 93 of the LPA and the restrictions contained in s. 103 of the LPA and such other provisions including any similar to those in this deed as the Seller may reasonably require;
- (b) execute any documents or do any other thing which the Seller or any Receiver may require for perfecting or protecting any Security created by this deed or in connection with the exercise of any powers given to the Seller or any Receiver under this deed; and
- (c) convey, transfer, assign or otherwise deal with any Charged Property in such manner as the Seller or any Receiver may require in connection with any enforcement of any Security created by this deed.

15. Power of Attorney by Chargor

The Chargor irrevocably and by way of security appoints each of the Seller, any person selected by the Seller and any Receiver its attorney in each case (with full power to appoint substitutes and to delegate) severally in its name and on its behalf to execute any document or do any act or thing which:

- (a) the Chargor is entitled to execute or do in relation to the Charged Property including giving a receipt for any money and exercising any rights or remedies forming part of the Charged Property; or
- (b) the Chargor is obliged to execute or do under this deed,

and in each case, the Chargor has failed to do so.

16. Discharge conditional

Any discharge of the Chargor by the Seller in reliance on a payment or security received by the Seller will cease to be effective if that payment or security is avoided, reduced or invalidated for any reason and the Seller will be entitled to recover from the Chargor on demand the amount of the Secured Liabilities discharged by such payment or security.

17. Tax Gross-up

- (a) The Chargor shall make all payments to be made by it under this deed without any deduction or withholding for or on account of Tax (a "**Tax Deduction**") unless a Tax Deduction is required by law.
- (b) The Chargor shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Seller accordingly.

- (c) If a Tax Deduction is required by law to be made by the Chargor, the amount of the payment due from the Chargor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) If the Chargor is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.

Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Chargor shall deliver to the Seller evidence satisfactory to the Seller that the Tax Deduction has been made or (as applicable) any appropriate payment has been paid to the relevant taxing authority.

18. Redemption

Upon the Secured Liabilities being fully and finally discharged, the Seller shall:

- (a) release and re-assign to the Chargor all of the Security constituted by this deed;
- (b) release the Chargor from its obligations under this deed;
- (c) promptly provide an original form DS1 and deed of release (signed by the Seller) to the Chargor; and
- (d) use reasonable endeavours to assist with any requisitions from the Land Registry or do all such things in relation to the release of this deed (including the entering into of any documents, notices or deeds).

19. Notices

19.1 *Communications in writing*

Any communication to be made under or in connection with this deed shall be made in writing and, unless otherwise stated, may be made by email or letter.

19.2 *Addresses*

The address and email address (and the department or officer, if any, for whose attention the communication is to be made) of the Chargor and the Seller for any communication or document to be made or delivered under or in connection with this deed is:

- (a) in the case of the Chargor:

Address: 42 Brook Street, London W1K 5DB

Email address: neal@brookshirecapital.co.uk / alex@brookshirecapital.co.uk

For the attention of: The members

- (b) in the case of the Seller:

Address: Cayzer House, 30 Buckingham Gate, London, SW1E 6NN

Email address: theo.tizard@caledonia.com

For the attention of: Theo Tizard

or any substitute address, email address or department or officer as the Chargor may notify to the Seller (or the Seller may notify to the Chargor, if a change is made by the Seller) by not less than five Business Days' notice. In the case of the Chargor, the address of its registered office or of any place where it carries on business shall also be addresses of the Chargor for the purpose of this clause.

19.3 *Delivery*

Any communication or document made or delivered under or in connection with this deed will be effective:

- (a) if left at an address referred to in this clause, when so left;
- (b) if posted by first class post to an address referred to in this clause, on the next working day in the place of receipt following the day when it was posted;
- (c) if sent by email, when actually received (or made available) in readable form.

19.4 *English language*

Any notice given under or in connection with this deed must be in English. All other documents provided under or in connection with this deed must be:

- (a) in English; or
- (b) if not in English, and if so required by the Seller, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

20. **Miscellaneous**

20.1 *Possession*

The Chargor shall be entitled to possession of each Property until termination of such right by the Seller under clause 7.1 (Seller's powers).

20.2 *Third Party Rights*

- (a) Unless expressly provided to the contrary, a person who is not a party to this deed 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.
- (b) Notwithstanding any term of this deed, the consent of any person other than the Chargor and the Seller is not required to rescind or vary this deed at any time.
- (c) A Secured Party may, subject to this clause 20.2 and the Third Parties Act, rely on any provision of this deed which expressly confers rights on it.

20.3 *Continuing Security*

This deed is a continuing security and extends to the balance from time to time of the Secured Liabilities irrespective of any intermediate payment of the Secured Liabilities.

20.4 *Other Security*

This deed is in addition to and will not in any way be prejudiced or affected by the holding or release by the Seller or any other person of any other security at any time held by the Seller.

20.5 *Consolidation*

The restrictions on the right of consolidating mortgage securities contained in s. 93 of the LPA will not apply to this deed.

20.6 *Assignment*

Neither party may assign any of its rights or transfer any of its obligations under this deed.

20.7 *Land Registry Consent*

By executing this deed the Chargor consents to the entry of the following restriction against any registered titles (and any unregistered properties subject to compulsory first registration) which are at any time subject to this deed:

"No [disposition or specify type of disposition] of the registered estate [(other than a charge)] by the proprietor of the registered estate[, or by the proprietor of any registered charge, not being a charge registered before the entry of the restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge [date] in favour of *Caledonia Investments Plc* referred to in the charges register [or [their conveyancer or specify appropriate details]]."

21. **Law**

This deed and any non-contractual obligations arising out of or in connection with this deed shall be governed by English law.

22. **Jurisdiction**

22.1 *Jurisdiction of English courts*

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed and a dispute regarding a non-contractual obligation referred to in clause 21 (Law)) (a "**Dispute**").
- (b) The Seller and the Chargor agree that the courts of England are the most appropriate and convenient courts to settle Disputes. The Chargor will not argue to the contrary.
- (c) This clause is for the benefit of the Seller only. As a result, the Seller shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Seller may take concurrent proceedings in any number of jurisdictions.

This deed has been executed and delivered as a deed by the Chargor and signed on behalf of the Seller on the date shown at the beginning of this deed.

SCHEDULE 1

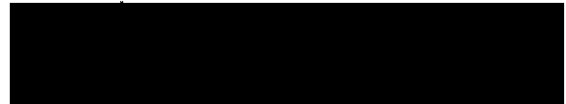
The Property

1. The freehold property known as The Limes, Portsmouth Road, Milford, Godalming, Surrey, GU8 5BB and registered at the Land Registry under title number SY530103.
2. The freehold property known as 94 Reading Road, Finchampstead, Wokingham, RG40 4RB and registered at the Land Registry under title number BK280076.
3. The freehold property known as 31 Nobel Square, Burnt Mills Industrial Estate, Basildon, Essex, SS13 1LT and registered at the Land Registry under title number EX714193.
4. The freehold property known as The Roofing Centre, Moneyfield Lane, Off Copnor Road, Portsmouth, Hampshire, PO3 5AY and registered at the Land Registry under title number HP181277.
5. The freehold property known as Land on the West Side of Brember Road, South Harrow, HA2 8AX (Unit 11, Mansard House, Brember Road, South Harrow, HA2 8AX) and registered at the Land Registry under title number NGL598883.

EXECUTION PAGE

The Chargor

EXECUTED as a DEED)
by BROOKSHIRE CAPITAL LLP)
acting by a member)
in the presence of:)



Member

Witness signature

Name:

JOE BEESTON

Address:



Occupation:

Solicitor

The Seller

EXECUTED by)
CALEDONIA INVESTMENTS PLC)
acting by its attorney)
in the presence of:)

Attorney

Witness signature

Name:

Address:

Occupation:

EXECUTION PAGE

The Chargor

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in the presence of:)

.....
Member

.....
Witness signature

Name:

Address:

Occupation:

The Seller

EXECUTED by)
CALEDONIA INVESTMENTS PLC)
acting by its attorney)
in the presence of:)

.....
Attorney

.....
Witness signature

Name:

Address:

Occupation: