

LL MR01

Particulars of a charge created by a Limited  
Liability Partnership (LLP)

15670113  
Laserform

A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

✓ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

✗ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form LL

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within  
21 days** beginning with the day after the date of creation of the charge.  
If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

☒ You **must** enclose a certified copy of the instrument with this form  
scanned and placed on the public record **Do not send the original.**



LD4 15/12/2015 #112  
COMPANIES HOUSE

TUESDAY

1

LLP details

LLP number

O C 4 0 2 2 7 0

LLP name in full

CHATHAM LLP

For official use

→ **Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

2

Charge creation date

Charge creation date

d 1 d 0 m 1 m 2 y 2 y 0 y 1 y 5

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name

Hatfield Philips Agency Services Limited

(as "Security Agent")

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

# LL MR01

## Particulars of a charge created by a Limited Liability Partnership (LLP)

4

### Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

The freehold property known as 205-209, 209a and 181a-187 High Street, Chatham, Kent, registered at the Land Registry under title numbers K791367, K341191 and K886255 and the leasehold property known as The Pentagon Centre, Chatham, Kent, ME4 4HY and the basement, second floor and attic, 181 High Street, Chatham ME4 4BA registered at the Land Registry with title numbers K460148, K372064 and K839575 For more details please refer to the instrument

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5

### Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ Yes Continue

☐ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the LLP?

☒ Yes

7

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the LLP from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

### Trustee statement <sup>1</sup>

You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form LL MR06)

9

### Signature

Please sign the form here

Signature

Signature

X BERWIN LEIGHTON PARTNER LLP X

This form must be signed by a person with an interest in the charge

# LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



## Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name JADA/33589.00011

LLP name Berwin Leighton Paisner LLP

Address Adelaide House

London Bridge

Post town London

County/Region

Postcode E C 4 R 9 H A

Country

DX 92 LONDON/CHANCERY LN

Telephone +44 (0)20 3400 1000



## Certificate

We will send your certificate to the presenter's address if given above or to the LLP's Registered Office if you have left the presenter's information blank.



## Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The LLP name and number match the information held on the public Register
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



## Important information

Please note that all information on this form will appear on the public record.



## How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



## Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

### For LLPs registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

### For LLPs registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

### For LLPs registered in Northern Ireland:

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



## Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



174

FILE COPY

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

LLP number. OC402270

Charge code: OC40 2270 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th December 2015 and created by CHATHAM LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 15th December 2015

Given at Companies House, Cardiff on 21st December 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 10 December 2015

**Chatham LLP**  
as Chargor

**Hatfield Philips Agency Services Limited**  
as Security Agent

**SECURITY AGREEMENT**

in respect of the acquisition of the Pentagon Shopping Centre, Chatham

We certify that save for material redacted pursuant to s 859G  
Companies Act 2006 this copy instrument is a correct copy  
of the original instrument  
**BERWIN LEIGHTON PAISNER LLP 15.12.15**  
Berwin Leighton Paisner LLP  
Adelaide House  
London Bridge  
London EC4R 9HA



**Berwin Leighton Paisner LLP**  
Adelaide House London Bridge London EC4R 9HA  
Tel +44 (0)20 3400 1000 Fax +44 (0)20 3400 1111

## Contents

Clause	Name	Page
1	Definitions and interpretation...	1
2	Covenant for payment ..	5
3	Security ..	5
4	Crystallisation of floating charge ...	6
5	Perfection of security.....	7
6	Investments.....	8
7	Rights of enforcement.....	9
8	Application of receipts ..	11
9	Discharge ...	12
10	General provisions.....	12
11	Law and jurisdiction ..	14
<b>Schedule</b>	<b>Name</b>	<b>Page</b>
1	Chargor .....	15
2	The Property and the Accounts .....	16
2	Part 1 The Property .....	16
2	Part 2 The Accounts .....	16
3	Security Agent's and Receiver's powers ..	17
4	Notices... ..	20
4	Part 1 Notice of assignment or charge of contract ..	20
4	Part 2 Notice of account assignment ..	23
<b>Execution Page.</b> .....		<b>26</b>

DATED 10 January 2015

**PARTIES**

- (1) **THE PARTIES** listed in Schedule 1 (*Chargor*) (the "**Chargor**")
- (2) **HATFIELD PHILIPS AGENCY SERVICES LIMITED** as security trustee for the Secured Parties (the "**Security Agent**")

**BACKGROUND**

- (A) The Secured Parties have agreed the advance or to continue to advance monies or otherwise arrange credit or afford other financial facilities to the *Chargor* and/or others on the security created by this Deed.
- (B) The *Chargor* has agreed to charge certain of its assets as security to the *Security Agent* as set out in this Deed to secure the payment and discharge of the Secured Liabilities.

**OPERATIVE PROVISIONS**

**1 DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed:

**"Accounts"** means the accounts details of which are set out in Schedule 2, Part 2 (*The Accounts*) and such other account of the *Chargor* as notified in writing by the *Chargor* to the *Security Agent* from time to time

**"Act"** means the Law of Property Act 1925

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

**"Charged Assets"** means each and all of the assets, property, undertaking and other interests from time to time assigned or charged or intended to be assigned or charged by this Deed and the subject matter of each of them.

**"Charged Property"** means any freehold or leasehold property from time to time charged pursuant to this Deed.

**"Facility Agreement"** means a facility agreement dated on or around the date of this Deed and made between amongst others the *Security Agent* (1) and the *Chargor* (2) and any agreement entered into under or supplemental to it or amending, restating or novating it.

**"Finance Document"** shall have the meaning ascribed to it by the Facility Agreement.

**"Finance Party"** shall have the meaning ascribed to it by the Facility Agreement.

**"Hedging Agreement"** means any master agreement, confirmation, transaction, schedule or other agreement entered into or to be entered into by the *Chargor* for the purpose of hedging interest payable under the Facility Agreement.

**"Insurances"** means any policy of insurance in which the *Chargor* may at any time have an interest relating to any *Charged Property*.

**"Investments"** means the existing or future interest of the relevant person in

- (a) any stocks, shares (including all shares in any residents' or management company connected with the Property, bonds, units or any form of loan other capital of or in any legal entity); and
- (b) any warrant or other right to acquire any such investment,

in each case, including any income, offer, right or benefit in respect of any such investment.

**"Lease Document"** means.

- (a) an Agreement for Lease,
- (b) an Occupational Lease; or
- (c) any other document designated as such by the Agent and the Chargor.

**"Occupational Lease"** means any lease or licence or other right of occupation or right to receive rent to which the Property may at any time be subject and includes any guarantee of a tenant's obligations under the same.

**"Party"** means a party to this Deed.

**"Property"** means each property details of which are set out in Schedule 2, Part 1 (The Property) including all:

- (a) land, cellars, vaults, underground tunnels, eaves, canopies, structures and the like used or enjoyed in connection with it now or in the future;
- (b) buildings, fixtures (including trade fixtures) and fixed plant and machinery and other structures now or in future on it; and
- (c) easements, access rights, rights of way, wayleaves and rights attaching to it.

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets.

**"Regulations"** means the Financial Collateral Arrangements (No 2) Regulations 2003 (S.I. 2003/3226) or equivalent legislation in any applicable jurisdiction bringing into effect Directive 2002/47/EC on financial collateral arrangements.

**"Related Rights"** means, in relation to any asset.

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that asset; and
- (d) all monies and proceeds paid or payable in respect of that asset,

both present and future (including all rights against any trustee, nominee, fiduciary or clearing system).



**"Relevant Contracts"** means each and all of the following both present and future:

- (a) each contract in respect of any disposal of any Charged Asset;
- (b) each Lease Document,
- (c) an Asset Management Agreement;
- (d) a Managing Agent Agreement;
- (e) a Headlease;
- (f) the sale and purchase agreement in relation to the Property, and
- (g) all other agreements, in which the Chargor has an interest

**"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 the 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 the Property and any fixture and fitting on the Property including any fixture or fitting on the 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, waiver, extension or release of any Lease Document;
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any Lease Document,
- (h) any sum paid or payable by or distribution received or receivable from any guarantor of any occupational tenant under any Lease Document;
- (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 present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Transaction Obligor to any Secured Party under each Finance Document

**"Secured Party"** shall have the meaning ascribed to it by the Facility Agreement.

**"Tenant Contributions"** means any amount paid or payable to the Chargor by any tenant under a Lease Document or any other occupier of the Property, by way of:

- (a) contribution to:
  - (i) ground rent,
  - (ii) insurance premia;
  - (iii) the cost of an insurance valuation;
  - (iv) 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 the Property; or
  - (v) a reserve or sinking fund; or
- (b) VAT.

**"Top Tenant"** shall have the meaning ascribed to it by the Facility Agreement.

**"Transaction Obligor"** shall have the meaning ascribed to it by the Facility Agreement.

**"VAT"** means

- (a) any tax imposed in compliance with the Council Directive of 28 November 2006 on the common system of value added tax (EC Directive 2006/112); and
- (b) any other tax of a similar nature, whether imposed in a member state of the European Union in substitution for, or levied in addition to, such tax referred to in paragraph (a), or imposed elsewhere

## 1.2 Construction

- 1.2.1 Unless the contrary intention is expressed, all defined terms in the Facility Agreement have the same meaning here.
- 1.2.2 The construction provisions set out at clause 1.2 (Interpretation) of the Facility Agreement shall apply equally to this Deed.
- 1.2.3 If any provision of this Deed shall conflict with any term of the Facility Agreement then the relevant term of the Facility Agreement shall prevail.
- 1.2.4 The Chargor gives the same representations and undertakings to the Agent as given by the Chargor in clause 21.3 (Negative Pledge) of the Facility Agreement in each case as if set out in full and as if each reference to the Borrower in those clauses was a reference to the Chargor

## 1.3 Disposition of Property

The terms of any other Finance Document and of any side letters between the Parties are incorporated into each Finance Document to the extent required for the purported disposition of the Property contained in any Finance Document to be a

valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

**2 COVENANT FOR PAYMENT**

**2.1 Covenant to pay**

The Chargor covenants with the Security Agent that it will:

- (a) on demand, pay and discharge each and all of the Secured Liabilities when due, and
- (b) indemnify and keep each Secured Party indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities occasioned by any breach of any covenant or other obligation of the Chargor to that Secured Party

**2.2 Survival of obligations**

The payment obligations of the Chargor under the Finance Documents shall survive the enforcement of the whole or any part of the Charged Assets.

**3 SECURITY**

**3.1 General**

All the security created under this Deed is created in favour of the Security Agent as continuing security for the payment and discharge of the Secured Liabilities with full title guarantee.

**3.2 Mortgage**

The Chargor charges by way of legal mortgage:

- (a) the Property, and
- (b) any other freehold or leasehold property now vested in the Chargor.

**3.3 Fixed charge**

The Chargor charges by way of fixed charge each of the following including all rights of enforcement of the same.

- (a) its interest in any freehold or leasehold property acquired after the date of this Deed;
- (b) its interest in the Relevant Contracts;
- (c) all fixtures, fittings, plant, machinery, manuals and other chattels, present and future, in respect of any Charged Property and all guarantees and warranties in respect of any of them,
- (d) all easements, licences and other rights, present and future, relating to any Charged Property in which it has an interest;
- (e) the Accounts and any other accounts of the Chargor present and future maintained with the Security Agent or any other Finance Party and the debts represented by them;

- (f) the Investments,

- (g) If applicable its uncalled capital;
- (h) its goodwill, and
- (j) all Related Rights in respect of the above and in respect of the properties referred to in Clause 3.2 (*Mortgage*).

### 3.4 **Assignment**

The Chargor assigns absolutely subject to the provisions of Clause 9 (*Discharge*) each of the following including all rights of enforcement of the same

- (a) all Rental Income present and future,
- (b) all book debts and other debts, present and future, payable to the Chargor,
- (c) the Accounts and any other accounts of the Chargor present and future not charged by Clause 3.3 (*Fixed charge*) and the debts represented by them;
- (d) all monies payable to it under any Insurances;
- (e) the benefit of the copyright and similar rights vested in it, present and future, in connection with any Charged Property,
- (f) all causes of action and other rights and remedies in which it has an interest at any time;
- (g) all monies payable to it under any Hedging Agreement, present and future,
- (h) the benefit of any monies paid or payable to it from time to time by way of compensation, endowment, gift, grant or otherwise;
- (i) its interest from time to time in any VAT recoveries, and
- (j) all Related Rights in respect of the above.

### 3.5 **Floating charge**

The Chargor charges by way of floating charge all its assets, property and undertaking both present and future.

### 3.6 **Application of charges**

The charges created under this Deed expressed to be:

- (a) fixed charges, shall only apply to the extent that they create fixed security; and
- (b) floating charges, shall not apply to any Charged Asset which is the subject of any fixed security under this Deed.

## 4 **CRYSTALLISATION OF FLOATING CHARGE**

### 4.1 **Crystallisation by notice**

The Security Agent may at any time by notice in writing to the Chargor convert the floating charge created by Clause 3.5 (*Floating charge*) with immediate effect into a fixed charge as regards any Charged Assets specified in the notice if:

- (a) an Event of Default is continuing; or
- (b) the Security Agent considers that any of the Charged Assets may be in jeopardy or in danger of being seized, attached, charged, taken possession of or sold under any form of legal process.

#### 4.2 **Automatic crystallisation**

Notwithstanding Clause 4.1 (*Crystallisation by notice*) and without prejudice to any law which may have a similar effect, the floating charge created by Clause 3.5 (*Floating charge*) will convert automatically with immediate effect into fixed charges as regards all the assets subject to the floating charge if:

- (a) the Chargor creates or attempts to create any Security over any Charged Assets;
- (b) any steps are taken (including the giving of notice, the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, administrator or receiver in respect of the Chargor or over all or any part of its assets, or if such person is appointed;
- (c) any other floating charge over any of the Charged Assets crystallises; or
- (d) in any other circumstances prescribed by law.

### 5 **PERFECTION OF SECURITY**

#### 5.1 **Insolvency Act**

For the purposes of paragraph 43 of schedule A1 to the Insolvency Act 1986 nothing in this Deed shall provide for:

- (a) the obtaining of a moratorium in respect of the Chargor pursuant to section 1A of the Insolvency Act 1986; or
- (b) anything done with a view to obtaining such a moratorium,

to be an event causing the floating charge created by this Deed to crystallise or causing restrictions which would not otherwise apply to being imposed on the disposal of property by the Chargor or a ground for the appointment of a Receiver

#### 5.2 **Further assurance**

The Chargor shall execute and do at its own cost and in such form as is reasonably required by the Security Agent:

- (a) such further additional mortgages, charges, assignments, transfers and conveyances; and
- (b) such assurances, deeds, documents, acts and things,

as the Security Agent may reasonably require to perfect or protect the security created by this Deed and/or to facilitate or effect any dealing with the Charged Assets in connection with this Deed.

**5.3 Notices**

- 5.3.1 On the date of this Deed, the Chargor shall give notice to the Top Tenants substantially in the form set out in Schedule 4, Part 1 (*Notice of assignment or charge of contract*).
- 5.3.2 If the Security Agent so requests following an Event of Default which is continuing, the Chargor shall give notice to the tenants under the Lease Documents (other than any notices which have been given to the Top Tenants pursuant to Clause 5.3.1) substantially in the form set out in Schedule 4, Part 1 (*Notice of assignment or charge of contract*).
- 5.3.3 If the Security Agent so requests, the Chargor shall serve a notice substantially in the form set out in:
- (a) Schedule 4, Part 1 (*Notice of assignment or charge of contract*) in respect of contracts charged or assigned pursuant to Clause 3 (*Security*) other than any notices to tenants under the Lease Documents to be served pursuant to Clause 5.3.1 or Clause 5.3.2; or
  - (b) Schedule 4, Part 2 (*Notice of account assignment*) in respect of Accounts assigned pursuant to Clause 3.4(c).
- 5.3.4 The Chargor shall use reasonable endeavours to procure that the party to whom a notice served pursuant to Clause 5.3.1 and Clause 5.3.3 is addressed completes and returns to the Security Agent an acknowledgement in the form of Part B of the relevant notice.

**5.4 Restriction**

- 5.4.1 The Chargor authorises the Security Agent to make an application on Form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction against the relevant registered estates:

*"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered Charge, not being a Charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [●] in favour of Hatfield Phillips Agency Services Limited referred to in the Charges Register (or its conveyancer)."*

- 5.4.2 The Chargor authorises the Security Agent to apply to the Land Registry to enter the obligation to make further advances on the charges register of the relevant registered estates.

**6 INVESTMENTS**

**6.1 Investment title documentation**

Upon execution of this Deed (or immediately upon the acquisition of the relevant Investment if that acquisition follows the date of this Deed) and notwithstanding any other term of the Finance Documents, the Chargor will deposit with the Security Agent in respect of each Investment.

- (a) all certificates, warrants or other documents of title,
- (b) duly executed undated blank stock transfer forms; and

- (c) forms of waiver of any pre-emption rights and any other documents, consents and monies necessary to enable such transfers to be registered by the Security Agent.

## **6.2 Voting prior to an Event of Default**

Prior to an Event of Default which is continuing, the Chargor may continue to exercise all voting and other rights (including the right to collect dividends, interest, principal or other payments of money) relating to the Investments provided that such rights are not exercised in a way which (and the Chargor shall not permit anything which):

- (a) jeopardises the security constituted by the Finance Documents;
- (b) varies the rights attaching to the Investments; or
- (c) relates to a participation in a rights issue or to receiving dividends other than in cash or concerns a merger, consolidation, allotment of shares, change to constitutional documents, transfer of ownership (legal or beneficial), insolvency or matters which would otherwise be prohibited by the Finance Documents.

## **6.3 Voting after an Event of Default**

- 6.3.1 Following an Event of Default which is continuing, the Security Agent may (without notice to or consent from the Chargor and in the Chargor's name or otherwise) exercise any rights (including the right to collect dividends, interest, principal or other payments of money but excluding the right to vote) in respect of the Investments and may do anything necessary to complete any transfer form in favour of itself or otherwise.

- 6.3.2 Following an Event of Default which is continuing and the service of notice upon the Chargor, the Security Agent may (without consent from the Chargor and in the Chargor's name or otherwise) exercise any right to vote in respect of the Investments.

## **6.4 Obligations**

The Chargor shall promptly pay all calls, costs and/or other payments in respect of the Investments and shall give to the Agent and the Security Agent, at the time of issue, copies of all information, offers, notices or other materials supplied to the members of the issuers of the Investments and shall advise the Agent and the Security Agent promptly of any material occurrence affecting the Investments or any other part of the security granted to the Security Agent and shall give to the Agent and the Security Agent such information as they may reasonably require relating to the Investments.

## **7 RIGHTS OF ENFORCEMENT**

### **7.1 Enforcement**

- 7.1.1 The Secured Liabilities shall be deemed to have become due for the purposes of section 101 of the Act immediately upon the date of this Deed.
- 7.1.2 The enforcement powers of the Security Agent in connection with this Deed shall be immediately exercisable:
  - (a) upon an Event of Default which is continuing; or
  - (b) at the Security Agent's discretion, at the request of the Chargor.

7.1.3 The restrictions imposed by section 103 of the Act shall not apply to the security created by this Deed.

7.1.4 In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Security Agent or any Receiver shall be entitled to assume without enquiry that an Event of Default has occurred and that the Secured Liabilities are outstanding and have become due.

## 7.2 **Security Agent's and Receiver's powers and rights**

7.2.1 The Security Agent shall have the power:

- (a) to appoint a Receiver of the whole or any part of the Charged Assets and (so far as the law allows) to remove and/or substitute any such appointee;
- (b) to appropriate any Charged Assets in accordance with Clause 7.3 (*Right of appropriation*), and
- (c) if this Deed contains a qualifying floating charge for the purposes of the Insolvency Act 1986, to appoint an administrator of the Chargor, and paragraph 14 of schedule B1 of the Insolvency Act 1986 shall apply to this Deed.

7.2.2 The Security Agent (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall have the power to exercise:

- (a) all statutory and other powers and rights (including the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act 1986 whether or not the Security Agent and/or any Receiver is an administrative receiver); and
- (b) the powers and rights specified in Schedule 3 (*Security Agent's and Receiver's powers*),

and may exercise them in the name of the Chargor and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.

## 7.3 **Right of appropriation**

To the extent that any of the Charged Assets constitute "financial collateral" and this Deed and the obligations of the Chargor under it constitute a "financial collateral arrangement" (in each case as defined in, and for the purposes of, the Regulations), the Security Agent shall have the right to appropriate all or any part of it in or towards discharge of the Secured Liabilities and transfer title in and to it to the Security Agent. For this purpose, the Parties agree that the value of the financial collateral so appropriated shall be:

- (a) in the case of cash, the amount standing to the credit of each account, together with any accrued but unpaid interest, at the time the right of appropriation is exercised, and
- (b) in the case of Investments, the market price determined by the Security Agent by reference to a public index or by such other process as the Security Agent may select, including independent valuation.

In each case, the Parties agree that the method of valuation provided for in this Deed shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.



**7.4 Receiver as agent**

So far as the law allows, a Receiver shall be the agent of the Chargor, who shall be solely liable for his acts, defaults and remuneration, but the Security Agent shall be entitled to agree the fees and expenses of and the mode of payment to the Receiver.

**7.5 Further powers**

If the Chargor defaults in the observance and performance of any obligation to the Security Agent, the Security Agent or its agents (without any of them becoming a mortgagee in possession) may at any time (but shall not be obliged to) do such things as it considers necessary to remedy the default.

**7.6 Power of attorney**

7.6.1 The Chargor by way of security irrevocably appoints the Security Agent and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Security Agent and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or the value of any of the Charged Assets and/or for the purpose of enforcing the performance of the Chargor's obligations in connection with this Deed provided that:

- (a) prior to an Event of Default which is continuing, the Security Agent may only exercise its power of attorney pursuant to this Clause 7.6 (*Power of attorney*) to the extent that the Chargor has failed to comply with any of its obligations and the Security Agent has given notice to the Chargor of such failure to comply; and
- (b) following an Event of Default which is continuing, the Security Agent may exercise its power of attorney pursuant to this Clause 7.6 (*Power of attorney*) immediately.

7.6.2 The Chargor ratifies and confirms all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of its powers

**8 APPLICATION OF RECEIPTS**

**8.1 Priority of payment**

Subject to sums secured by Security having priority to the Security created by this Deed, all monies received by the Security Agent and/or any Receiver in the enforcement of this Deed shall (subject as follows) be applied in the following order, in payment:

- (a) **firstly**, of all fees, costs, charges, taxes, liabilities and expenses in relation to any enforcement of this Deed (including in relation to any Receiver whether on its own behalf or on behalf of the Chargor or otherwise);
- (b) **secondly**, (insofar as not contemplated by Clause 8.1(a)) of all fees, costs, charges, taxes, liabilities and expenses and other sums of the Security Agent (in its capacity as trustee) in relation to the Finance Documents, and
- (c) **thirdly**, to the Agent for distribution in accordance with the Facility Agreement.

**8.2 Crediting to suspense account**

The Security Agent or any Receiver may credit any monies received from the enforcement of this Deed to any suspense account in any manner and for such period as the Security Agent or that Receiver thinks fit.

**9 DISCHARGE**

9.1 If the Security Agent is satisfied that the Secured Liabilities have been unconditionally and irrevocably paid, repaid and discharged in full, the Security Agent will, at the request and cost of the Chargor, discharge this Deed.

9.2 No discharge will be of any effect if any security or payment given or made in respect of the Secured Liabilities is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

**10 GENERAL PROVISIONS**

**10.1 Trust provisions**

The covenants, undertakings and representations made by the Chargor under this Deed are made in favour of the Security Agent as security trustee for the Secured Parties.

**10.2 Immediate recourse**

It shall not be necessary for the Security Agent before taking any enforcement under this Deed to enforce or seek to enforce any guarantee or other security or other rights whether from or against the Chargor or any other person.

**10.3 Exercise of powers and liability**

10.3.1 This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Security Agent of any other security at any time held by the Security Agent.

10.3.2 The Security Agent may, at any time after this Deed has become enforceable, redeem or transfer to itself any prior Security against the Charged Assets and may settle and pass the accounts of the prior chargee (which shall be binding on the Chargor). All principal monies, interest, costs, charges and expenses of and incidental to such redemption or transfer shall be paid by the Chargor to the Security Agent on demand

10.3.3 None of the provisions of this Deed shall be deemed to impose on the Secured Parties or imply on their part any obligation or other liability in relation to the Charged Assets.

**10.4 Tacking**

Each Finance Party must perform its obligations under the Facility Agreement (including any obligation to make further advances).

**10.5 New accounts**

On receiving notice that the whole or any part of the Charged Assets has been encumbered by any Security or disposed of:

- (a) a Finance Party may close the Chargor's then subsisting account and open a new account with the Chargor, and (unless the relevant Finance Party

gives the Chargor written notice otherwise) shall be deemed to have done so;

- (b) all payments made to a Finance Party after that date will be credited (or be treated as having been credited) to the new account, and
- (c) no money credited or treated as credited to the new account shall reduce the Secured Liabilities

**10.6 Consolidation**

The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to the security created by this Deed.

**10.7 Chargor Intent**

The Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following:

- (a) business acquisitions of any nature;
- (b) increasing working capital;
- (c) enabling investor distributions to be made,
- (d) carrying out restructurings,
- (e) refinancing existing facilities;
- (f) refinancing any other indebtedness,
- (g) making facilities available to new borrowers;
- (h) any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and/or
- (i) any fees, costs and/or expenses associated with any of the foregoing.

**10.8 Expenses**

The Chargor must pay the Security Agent within three Business Days of demand the amount of all costs and expenses (including legal fees) incurred by it in connection with the enforcement of, or the preservation of any rights against it under this Deed.

**10.9 Rights of third parties**

**10.9.1** Unless the right of enforcement is expressly granted, it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.

**10.9.2** The Parties and any Receiver may rescind, vary, waive, release, assign, novate or otherwise dispose of all or any of their respective rights or obligations under this Deed without the consent of a third party to whom an express right to enforce any of its terms has been provided.

**10.10 Effect as a deed**

This Deed shall take effect as a deed even if it is signed under hand on behalf of the Security Agent.

**10.11 Counterparts**

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

**11 LAW AND JURISDICTION**

**11.1 Governing law**

This Deed and any non-contractual obligations arising out of or in relation to this Deed, shall be governed by English law.

**11.2 Jurisdiction of English courts**

11.2.1 The courts of England have exclusive jurisdiction to settle any dispute, including, without limitation, disputes relating to any non-contractual obligations arising out of or in connection with this Deed (a "**Dispute**").

11.2.2 The parties to this Deed agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

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

**Schedule 1  
Chargor**

<b>Chargor</b>	<b>Jurisdiction of establishment</b>	<b>Registered number</b>
Chatham LLP	England and Wales	OC402270

**Schedule 2**  
**The Property and the Accounts**

**Part 1**  
**The Property**

The freehold property known as 205-209, 209a and 181a-187 High Street, Chatham, Kent registered at the Land Registry with title absolute under title numbers K791367, K341191 and K886255 and the leasehold property known as The Pentagon Centre, Chatham, Kent ME4 4HY and the basement, second floor and attic, 181 High Street, Chatham ME4 4BA registered at the Land Registry with title absolute under title numbers K460148, K372064 and K839575.

**Part 2**  
**The Accounts**

Account name	Account number	Sort code
General Account		
Rent Account		
Cash Trap Account		
Rectification Account		
Deposit Account		

**Schedule 3**  
**Security Agent's and Receiver's powers**

**1 Conduct of business**

**(a) Carry on business**

To carry on, manage, develop, reconstruct, amalgamate, diversify and/or conduct the business of the Chargor in all respects and for such purpose to:

- (i) enter upon and take possession, get in, collect or otherwise assume control in respect of all or any of the Charged Assets; and/or
- (ii) acquire any property, chattels, plant, machinery and materials.

**(b) Formation of companies**

To promote the formation of companies with a view to the same purchasing, leasing, licensing or otherwise acquiring any of the Charged Assets and to arrange for such companies to trade or cease to trade in all cases.

**(c) Compromise claims**

To compromise any claim relating to the Charged Assets

**(d) Borrowing and advancing**

To borrow, raise or advance money whether or not in priority to the Secured Liabilities and with or without security

**(e) VAT**

To assume and exercise all or any of the power and rights conferred on the Chargor in respect of its VAT status, liabilities, advantages or arrangements

**(f) Employees**

To:

- (i) enter into, adopt and/or terminate any contract of employment; and
- (ii) employ solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, builders, workmen, stockbrokers and others.

**2 Dealing with the Chargor's assets**

**(a) Possession**

To enter upon and take possession of, get in, use and/or collect any Charged Asset.

**(b) Payments**

To pay any rent or other outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership, occupation or use

- (c) Receipts  
To give receipts and releases for any sums received.
- (d) Carry on works  
To undertake any works, demolition, building, reconstruction, improvement, repair or decoration in respect of any of the Charged Assets which consist of property, buildings, structures, plant, machinery or equipment as it thinks fit and whether or not in accordance with any obligations imposed by the Facility Agreement.
- (e) Assumption of rights  
To assume, exercise, cancel and/or vary all or any of the powers and rights conferred on the Chargor under any Charged Asset.
- (f) Insurance  
To effect insurances on such terms as it thinks fit.
- (g) Planning permissions and consents  
To obtain all necessary planning permissions, building regulation approvals and other permissions, consents or licences in relation to any development or use of the Charged Assets
- (h) Acquisition of property  
To acquire any adjoining property and/or easements, interests or estates in property and to grant easements and rights.
- (i) Negotiation  
To negotiate and conclude reviews of rent and otherwise deal in relation to the Occupational Leases and the tenants' and guarantors' respective obligations under them

### 3 Disposals

- (a) Selling  
To sell or otherwise realise and deal with, and transfer title to, the Charged Assets, in return for such consideration as it thinks fit and whether or not:
  - (i) for immediate or deferred consideration;
  - (ii) in return for a single payment or instalments; and
  - (iii) for consideration wholly or partly in cash, property or securities in whatever form,and in all cases the terms of which shall bind any subsequent mortgagee



(b) Leasing

To grant, create or surrender any lease, tenancy, licence or other agreement relating to the disposal of or other dealing with the Charged Assets on such terms as it thinks fit and:

- (i) with or without any rent, review of rent, fine or premium; and
- (ii) whether absolutely or for a term,

and in all cases the terms of which shall bind any subsequent mortgagee.

4 **General**

(a) General powers

To do or abstain from doing all such things as it considers necessary or desirable for perfecting, maintaining, preserving or enhancing the value of any of the Charged Assets or for or in connection with the enforcement of the Security created by this Deed or the realisation of any of the Charged Assets, whether or not in accordance with the Facility Agreement, including:

- (i) executing, delivering and completing all or any deeds or other documents;
- (ii) using the name of the Chargor in connection with any of the purposes in this Schedule 3 (*Security Agent's and Receiver's powers*);
- (iii) commencing, carrying out and completing any acts, matters, proceedings in relation to any Charged Asset as if it were the sole and absolute beneficial owner of the Charged Assets, and
- (iv) obtaining, entering into and maintaining any bonds, covenants, commitments, engagements, guarantees and indemnities or other like arrangements.

(b) General

All its powers and discretions under this Deed shall be:

- (i) exercisable on such terms and conditions and otherwise as it may think fit; and
- (ii) as if it were the absolute and beneficial owner.

**Schedule 4  
Notices**

**Part 1**

**Notice of assignment or charge of contract**

**Part A**

From: [Details of Chargor] (the "Chargor")

To: [Details of party to Contract]

Date: [•]

Dear Sirs

**[Description of Relevant Document] (the "Contract")**

We refer to:

- (a) the Contract; and
- (b) a [debenture] (the "**Security Deed**") dated [•] made between the Security Agent (1) and [•] and the Chargor (2).

We give you notice that pursuant to the Security Deed, we have [charged/assigned]<sup>1</sup> all of our present and future right, title, interest and benefit in, under and to the Contract (including all [monies] [rent] payable to us under the Contract) to the Security Agent.

We irrevocably and unconditionally instruct and authorise you:

- (a) to make all payments in connection with the Contract as the Security Agent may direct. [Until you are notified otherwise by the Security Agent, the Security Agent directs such sums to be paid to [insert Chargor bank details]];
- (b) that all our rights in connection with the Contract are exercisable by (or with the consent of) the Security Agent. [Until you are notified otherwise by the Security Agent, the Security Agent directs that all such rights powers, discretions and remedies shall continue to be exercisable by us]; and
- (c) to disclose any information relating to the Contract which the Security Agent may from time to time request

No amendment, waiver or release of any right or obligation in connection with the Contract and no termination or rescission of the Contract by us shall be effective without the prior written consent of the Security Agent and in any event no such termination or rescission shall be effective unless you have given notice to the Security Agent.

Notwithstanding anything in this notice or otherwise we (and not the Security Agent nor its appointees) shall be liable under the Contract to perform all the obligations assumed by us under it.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them

This letter shall be governed by and construed in accordance with the laws of England.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent.

Signed .....  
For and on behalf of the Chargor

**Part B - Receipt of notice of assignment or charge of Contract**

From: [Details of party to Contract]

To: [Security Agent]  
[Address]

For the attention of [●]

Date: [●]

We acknowledge receipt of the notice in the above terms. We confirm our acceptance of the instructions and authorisations contained in the notice and further confirm that:

- (a) we have not received notice of any previous assignments or charges of or over the Contract; and
- (b) we agree and will comply with the matters set out in that notice

Signed . . . . .

For and on behalf of [●]

**Part 2**  
**Notice of account assignment**

**Part A**

From: [Details of Chargor] [(the "Chargor")]

To: [Details of provider of the relevant Account]

Date: [•]

Dear Sirs

**[Description of relevant Account] (the "Account")**

We refer to the

- (a) the Account (which expression shall include all monies standing to the credit of such account now or in the future); and
- (b) a [debenture] (the "**Security Deed**") dated [•] made between [•] the Security Agent (1) and [•] and the Chargor (2).

We give you notice that pursuant to the Security Deed, all of our present and future right, title, interest and benefit in, under and to the Account were assigned to the Security Agent.

We irrevocably and unconditionally instruct and authorise you:

- (a) not to release any monies from the Account without the prior written consent of the Security Agent;
- (b) that all our rights in connection with the Account are exercisable by (or with the consent of) the Security Agent; and
- (c) to disclose any information relating to the Account which the Security Agent may from time to time request.

By countersigning this letter you confirm that:

- (a) you do not have, and will not make or exercise, any claims or demands, any rights of counterclaim, rights of deduction, set-off or any other equities against us or the Security Agent in respect of the Account, and
- (b) no amendment, waiver or release of any right or obligation in connection with the Account and no termination or rescission of the Account by us shall be effective without the prior written consent of the Security Agent and in any event no such termination or rescission shall be effective unless you have given notice to the Security Agent.

Notwithstanding anything in this notice or otherwise we (and not the Security Agent nor its appointees) shall be liable to perform all the obligations assumed by us in respect of the Account.

The instructions and authorisations contained in this letter shall remain in full force and effect until we and the Security Agent together give you notice in writing revoking them.

This letter shall be governed by and construed in accordance with the laws of England.

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Security Agent.

Signed .....  
For and on behalf of the Chargor

**Part B - Receipt of notice of account assignment**

From: [Details of provider of the relevant Account]

To: [Security Agent]  
[Address]

For the attention of [●]

Date. [●]

**[Description of relevant Account]**

We acknowledge receipt of the notice in the above terms. We confirm our acceptance of the instructions and authorisations contained in the notice and confirm that:

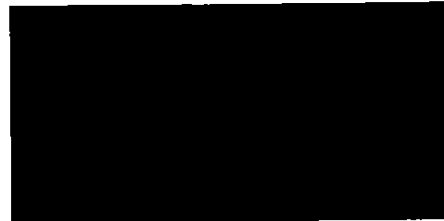
- (a) we have not received notice of any previous assignments or charges of or over the Account; and
- (b) we agree and will comply with the matters set out in that notice.

Signed .....  
For and on behalf of [●]

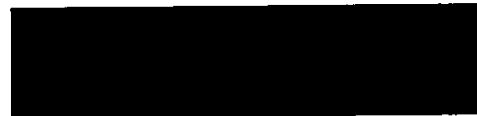
**EXECUTION PAGE**

**Chargor**

**BRIDGES PROPERTY ALTERNATIVES  
FUND III (GENERAL PARTNER) LLP** in  
its capacity as general partner of  
**BRIDGES PROPERTY ALTERNATIVES  
FUND III LP** in its capacity as member of  
**CHATHAM LLP** by *Helen Senior*



**ELLANDI INVESTMENTS GP LIMITED**  
in its capacity as general partner of  
**ELLANDI INVESTMENTS LIMITED  
PARTNERSHIP** in its capacity as member  
of **CHATHAM LLP** by *RICHARD  
SPOONER*



Address:

38 Seymour Street, London W1H 7BP

Email:

[helen@bridgesventures.com](mailto:helen@bridgesventures.com)

Attention

Helen Senior

**Security Agent**

**HATFIELD PHILIPS AGENCY  
SERVICES LIMITED** by )

Address:

Hatfield Philips Agency Services Limited  
34<sup>th</sup> Floor  
25 Canada Square  
Canary Wharf  
London  
E14 5LB

Email:

[aiqsquare@hatfieldphilips.com](mailto:aiqsquare@hatfieldphilips.com)

Attention:

Richard Spooner



**EXECUTION PAGE**

**Chargor**

**BRIDGES PROPERTY ALTERNATIVES  
FUND III (GENERAL PARTNER) LLP** in  
its capacity as general partner of  
**BRIDGES PROPERTY ALTERNATIVES  
FUND III LP** in its capacity as member of  
**CHATHAM LLP** by

**ELLANDI INVESTMENTS GP LIMITED**  
in its capacity as general partner of  
**ELLANDI INVESTMENTS LIMITED  
PARTNERSHIP** in its capacity as member  
of **CHATHAM LLP** by

Address: 38 Seymour Street, London W1H 7BP

Email: [helen@bndgesventures.com](mailto:helen@bndgesventures.com)

Attention: Helen Senior

**Security Agent**

**HATFIELD PHILIPS AGENCY  
SERVICES LIMITED** by

)



Richard Spooner

Address: Hatfield Philips Agency Services Limited  
34<sup>th</sup> Floor  
25 Canada Square  
Canary Wharf  
London  
E14 5LB

Email: [aigsquare@hatfieldphilips.com](mailto:aigsquare@hatfieldphilips.com)

Attention: Richard Spooner