



Registration of a Charge

LLP name in full: **PRIME PLACE (WOKING GOLDSWORTH ROAD NORTH) LLP**

LLP Number: **OC402910**



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Details of Charge

Date of creation: **03/03/2022**

Charge code: **OC40 2910 0007**

Persons entitled: **BANGKOK BANK PUBLIC COMPANY LIMITED, LONDON BRANCH**

Brief description: **LAND – SEE CLAUSE 3.2 OF THE CHARGE, WHICH CREATES A LEGAL MORTGAGE OVER THE FOLLOWING: (A) ALL THE LAND (AS DEFINED IN THE CHARGE) SPECIFIED IN SCHEDULE 2 (LAND AND EQUIPMENT) OF THE CHARGE, INCLUDING: CHARGOR ADDRESS / DESCRIPTION TITLE NUMBER(S) PRIME PLACE (WOKING GOLDSWORTH ROAD NORTH) LLP 15-29 GOLDSWORTH ROAD, WOKING SY672104 PRIME PLACE (WOKING GOLDSWORTH ROAD NORTH) LLP 8 CHURCH STREET WEST, WOKING SY119592 FOR MORE DETAILS PLEASE REFER TO THE CHARGE; AND (B) ALL OTHER LAND NOW OWNED BY IT, AND ANY RIGHTS (AS DEFINED IN THE CHARGE) ACCRUING TO, DERIVED FROM OR OTHERWISE CONNECTED WITH IT (INCLUDING INSURANCES AND PROCEEDS OF DISPOSAL (AS DEFINED IN THE CHARGE) AND OF INSURANCES). SEE CLAUSE 3.4(A) OF THE CHARGE, WHICH CREATES A FIRST FIXED CHARGE OVER ALL OF THE RIGHTS (AS DEFINED IN THE CHARGE) WHICH THE COMPANY NOW HAS AND ALL OF THE RIGHTS WHICH IT OBTAINS AT ANY TIME IN THE FUTURE IN LAND, OTHER THAN THAT CHARGED UNDER CLAUSE 3.2. INTELLECTUAL PROPERTY – SEE CLAUSE 3.4(G) OF THE CHARGE, WHICH CREATES A FIRST FIXED CHARGE OVER ALL OF THE RIGHTS WHICH THE COMPANY NOW HAS AND ALL OF THE RIGHTS WHICH IT OBTAINS AT ANY TIME IN THE FUTURE IN INTELLECTUAL PROPERTY (AS DEFINED IN THE CHARGE).**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 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: **NORTON ROSE FULBRIGHT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC402910

Charge code: OC40 2910 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd March 2022 and created by PRIME PLACE (WOKING GOLDSWORTH ROAD NORTH) 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 4th March 2022 .

Given at Companies House, Cardiff on 9th March 2022

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 3 March **2022**

**GOLDSWORTH ROAD DEVELOPMENT LLP
and others
as Chargors**

and

**BANGKOK BANK PUBLIC COMPANY LIMITED, LONDON BRANCH
as Security Agent**

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the electronic copy of the original instrument.

Norton Rose Fulbright LLP

Date: 4 March 2022

DEBENTURE

 **NORTON ROSE FULBRIGHT**

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Deed dated 3 March 2022

PARTIES

- (1) **The persons** described in Schedule 1 (*The Original Chargors*) as **Original Chargors**; and
- (2) **BANGKOK BANK PUBLIC COMPANY LIMITED, LONDON BRANCH** as **Security Agent**

IT IS AGREED as follows:

INTERPRETATION

1 Definitions and interpretation

Definitions

1.1 In this Deed:

Additional Chargor means a person which becomes a Party by executing a Supplemental Deed.

Administrative Receiver means one or more administrative receivers appointed, or to be appointed, under this Deed.

Administrator means one or more administrators appointed, or to be appointed, under this Deed.

Assigned Assets means those assets which are from time to time the subject of clause 3.3 (*Assignment*).

Charged Assets means the Fixed Charge Assets and the Floating Charge Assets.

Chargor means an Original Chargor and/or an Additional Chargor.

Debt means a monetary claim of any kind (whether present, future or contingent and whether originally owing to the person entitled to it or acquired by that person from someone else) and all Rights (including Security) connected with it.

Default Rate means the rate specified in clause 8.4 (*Default interest*) of the Facility Agreement.

Disposal means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of Security.

Enforcement Time means any time at which an Event of Default has occurred and is continuing.

Equipment means:

- (a) the equipment of which a brief description is contained in Schedule 2 (*Land and Equipment*), Part C;
- (b) any equipment that replaces any equipment described in Schedule 2 (*Land and Equipment*), Part C; and
- (c) all other plant, machinery, vehicles and other equipment used in a business, except equipment of a type which is disposed of in the ordinary course of trading, and all warranties and other Rights relating to them.

Facility Agreement means the facility agreement dated on or about the date of this Deed between among others, Goldsworth Road Development LLP (as borrower), Prime Place (Woking Goldsworth Road North) LLP (as guarantor) and Bangkok Bank Public Company Limited, London Branch (as arranger, agent and security agent), as it may from time to time be amended, restated, novated, or replaced (however fundamentally, including by an increase of any size in the amount of the facilities made available under it, the alteration of the nature, purpose or period of those facilities or the change of its parties).

Fixed Charge Assets means those assets which are from time to time the subject of clauses 3.2 (*Legal Mortgage*), 3.4 (*Fixed Charges*) and 3.6 (*Conversion of floating charge*).

Floating Charge Assets means those assets which are from time to time the subject of clause 3.5 (*Floating Charge*).

Insolvency Event, in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, administrative receivership or receivership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than England; or
- (c) any other form of procedure relating to insolvency, reorganisation or dissolution in any jurisdiction.

Insolvency Legislation means:

- (a) the Insolvency Act 1986 and secondary legislation made under it; and

- (b) any other primary or secondary legislation in England from time to time relating to insolvency or reorganisation.

Intellectual Property means:

- (a) the intellectual property described in Schedule 3 (*Intellectual Property*);
- (b) any intellectual property that supplements or replaces intellectual property described in Schedule 3 (*Intellectual Property*);
- (c) any intellectual property acquired after the date of this Deed which is designated as Intellectual Property by the relevant Chargor and the Security Agent at or about the time of its acquisition; and
- (d) all other copyright (including rights in computer software), patents, trade marks, trade names, service marks, business names (including internet domain names), design rights, database rights, semi-conductor topography rights and all other intellectual property or similar proprietary rights (whether registered or not and including applications to register or rights to apply for registration) which, in each case, are of a type which are not disposed of in the ordinary course of trading.

Investment means:

- (a) an investment described in Schedule 4 (*Investments*);
- (b) any shares or loan capital held in a Subsidiary;
- (c) any investment acquired after the date of this Deed; and
- (d) any other debt or equity security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading,

and any accretions to each of them and other Rights arising in connection with any of them.

Key Account means:

- (a) an account described in Schedule 6 (*Key Accounts*);
- (b) any account that replaces an account described in Schedule 6 (*Key Accounts*);
- (c) any account established after the date of this Deed which is designated as a Key Account by the relevant Chargor and the Security Agent at or about the time of its establishment; and

- (d) any other account with a bank or financial institution which cannot be drawn on by the account holder in the ordinary course of its trading without the consent of the Security Agent.

Key Contract means:

- (a) a contract described in Schedule 5 (*Key Contracts*);
- (b) any contract that amends or replaces a contract described in Schedule 5 (*Key Contracts*); and
- (c) any contract entered into after the date of this Deed which is designated as a Key Contract by the relevant Chargor and the Security Agent at or about the time it was entered into.

Land means:

- (a) freehold, leasehold or commonhold land;
- (b) any estate or interest in, and any Rights attaching or relating to, that land; and
- (c) any buildings, fixtures and fittings (including trade fixtures and fittings) and other equipment attached to, situated on or forming part of that land.

Obligations, in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- (a) to pay money or to perform (or not to perform) any other act;
- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;
- (e) incurred as a principal or surety or in any other manner; or
- (f) originally owing to the person claiming performance or acquired by that person from someone else.

Officer, in relation to a person, means any officer, employee or agent of that person.

Original Chargor means a person described in Schedule 1 (*The Original Chargors*).

Party means a party to this Deed.

Permitted Security means any Security permitted in accordance with clause 22.3 (*Negative pledge*) of the Facility Agreement.

Receiver means an Administrative Receiver or a Specific Receiver.

Rental Income has the meaning given to that term in the Facility Agreement.

Right means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary, including all dividends, interest and other distributions payable on or in respect of Investments.

Secured Assets means the Charged Assets and the Assigned Assets.

Secured Obligations means all Obligations of each Obligor to any Secured Party (including without limitation, all Obligations incurred under or in connection with the Finance Documents).

Security Period means the period beginning on the date of this Deed and ending on the date on which the Secured Obligations have been unconditionally and irrevocably paid and discharged in full.

Specific Receiver means one or more receivers or managers appointed, or to be appointed, under this Deed who is not an Administrative Receiver.

Supplemental Deed means a supplemental deed substantially in the form set out in Schedule 8 (*Form of Supplemental Deed*).

Third Parties Act means the Contracts (Rights of Third Parties) Act 1999.

Transaction Security means the Security created by this Deed and any other existing or future Security granted by a Chargor to the Security Agent to secure the payment and discharge of Secured Obligations.

Transaction Security Document means a document creating or evidencing Transaction Security.

Interpretation

1.2 In this Deed:

- (a) unless expressly defined in this Deed, defined terms in the Facility Agreement shall have the same meaning in this Deed;
- (b) the table of contents and the headings are inserted for convenience only and do not affect the interpretation of this Deed;
- (c) references to clauses and schedules are to clauses of, and schedules to, this Deed;

- (d) references to the Facility Agreement, any Finance Document, or any other document are to that document as from time to time amended, restated, novated or replaced (however fundamentally);
- (e) references to a person include an individual, firm, company, corporation, unincorporated body of persons and any government entity;
- (f) references to a person include its successors in title, permitted assignees and permitted transferees;
- (g) words importing the plural include the singular and vice versa;
- (h) references to any enactment include that enactment as amended or re-enacted; and, if an enactment is amended, any provision of this Deed which refers to that enactment will be amended in such manner as the Security Agent, after consultation with each Chargor, determines to be necessary in order to preserve the intended effect of this Deed; and
- (i) where Transaction Security and Transaction Security Documents are referred to in any provision of this Deed, in the case of any Transaction Security or Transaction Security Document which is governed by a law other than English law, such provision will only apply to the extent that the subject of such provision is not dealt with by, or is not inconsistent with, the express terms of such Transaction Security or Transaction Security Document.

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

1.4 Where this Deed imposes an obligation on a Chargor to do something if required or requested by the Security Agent, it will do so as soon as practicable after it becomes aware of the requirement or request.

1.5 It is intended that this document takes effect as a deed even though the Security Agent may only execute it under hand.

1.6 This Deed may be executed in any number of counterparts.

1.7 The provisions of any other Finance Document relating to:

- (a) any disposition of an interest in land; or
- (b) any obligation of the Lenders to make further advances,

are deemed to be incorporated in this Deed.

- 1.8 Where a definition of a type of asset in clause 1.1 (*Definitions*) contains a number of categories, each category will be construed as separate from each other category.

Parties and third parties

- 1.9 The Rights expressly conferred on each of the Secured Parties, each Receiver and each Officer of the Security Agent or a Receiver under this Deed are enforceable by each of them under the Third Parties Act.
- 1.10 No other term of this Deed is enforceable under the Third Parties Act by anyone who is not a Party.
- 1.11 The Parties may terminate this Deed or vary any of its terms without the consent of any third party. However, they may not terminate this Deed or vary any of its terms if this would have the effect of terminating or adversely affecting:
- (a) the Rights of any of the Secured Parties under this Deed without its consent; or
 - (b) the Rights of a Receiver or of an Officer of the Security Agent or a Receiver under this Deed without its consent, but only to the extent that it has notified the Security Agent that it intends to enforce that clause at the time of the termination or variation.

Contractual recognition of bail-in

- 1.12 The provisions of clause 42 (*Contractual recognition of bail-in*) of the Facility Agreement apply to this Deed as if set out in it but with all necessary changes and as if references to Finance Documents referred to this Deed.

SECURITY

2 Payment of Secured Obligations

Each Chargor will pay or otherwise discharge the Secured Obligations when they become due for payment or discharge.

3 Charges

Security for Secured Obligations

3.1 The charges and assignments contained in this clause 3:

- (a) are given to the Security Agent as trustee for the Secured Parties;
- (b) secure the payment and discharge of the Secured Obligations; and
- (c) are given with full title guarantee.

Legal mortgage

3.2 Each Chargor charges, by way of first legal mortgage:

- (a) all the Land of which a brief description is contained in Schedule 2 (*Land and equipment*);
and
- (b) all other Land now owned by it,

and any Rights accruing to, derived from or otherwise connected with it (including insurances and proceeds of Disposal and of insurances) except to the extent they are assigned under clause 3.3.

Assignment

3.3 Subject to a proviso for re-assignment on redemption, each Chargor which is not at the time of the assignment a large enterprise or a special purpose vehicle assigns all receivables which it now owns and all receivables which it obtains at any time in the future if they are subject to a prohibition, condition or other restriction on their assignment (those expressions having the meanings given to them in The Business Contract Terms (Assignment of Receivables) Regulations 2018).

Fixed charge

3.4 Each Chargor charges, by way of first fixed charge, all of the Rights which it now has and all of the Rights which it obtains at any time in the future in:

- (a) Land, other than that charged under clause 3.2 (*Legal mortgage*);
- (b) Equipment;
- (c) Investments;
- (d) Key Contracts;
- (e) Key Accounts;
- (f) Rental Income and any guarantee of Rental Income;
- (g) Intellectual Property;
- (h) Debts, other than those assigned under clause 3.3; and
- (i) goodwill and uncalled capital,

and any Rights accruing to, derived from or otherwise connected with them (including insurances and proceeds of Disposal and of insurances) except to the extent they are assigned under clause 3.3 (*Assignment*).

Floating charge

- 3.5 Each Chargor charges, by way of first floating charge, its undertaking and all its present and future assets other than those charged under clauses 3.2 (*Legal mortgage*) or 3.4 (*Fixed charges*) or assigned under clause 3.3 (*Assignment*).

Conversion of floating charge

- 3.6 The Security Agent may convert all or part of the floating charge created by each Chargor under clause 3.5 (*Floating Charge*) into a fixed charge by giving notice to that effect to the Chargor concerned and specifying the identity of the assets concerned. This may be done on one or more occasion, but only (a) during an Enforcement Time or (b) if the Security Agent reasonably considers that its Security over the assets concerned is in jeopardy and that it is necessary to do so to protect or preserve its Security.

4 Set-off

Set-off of matured Secured Obligation

- 4.1 A Secured Party may set off any matured Secured Obligation due from a Chargor (to the extent beneficially owned by that Secured Party) against any matured Obligation owed by that Secured Party to that Chargor, regardless of the place of payment, booking branch or currency of either Obligation.

- 4.2 If the Obligations are in different currencies, the Secured Party may convert either Obligation at a market rate of exchange in its usual course of trading for the purpose of the set-off.

Rights additional

- 4.3 The Rights provided for in clause 4 are in addition to the Security conferred on the Security Agent under this Deed.

5 Restrictions

Comply with restrictions

- 5.1 Each Chargor will ensure that the restrictions contained in this clause 5 are complied with unless the Security Agent agrees to the contrary.
- 5.2 No Security will exist over, or in relation to, any Secured Asset other than Permitted Security.

Restrictions on Disposal

- 5.3 There will be no Disposal of any Secured Asset unless otherwise permitted in the Facility Agreement.
- 5.4 There will be no Disposal of any Floating Charge Asset other than a Disposal for market value in the ordinary course of trading of the Chargor concerned or a Disposal permitted by the terms of the Facility Agreement.

6 Perfection

General action

- 6.1 Each Chargor will, promptly at its own expense, create all such Security, execute all such documents, give all such notices, effect all such registrations (whether at the Companies Registry, an asset registry or otherwise), deposit all such documents and do all such other things as the Security Agent may reasonably require from time to time in order to:
- (a) ensure that the Security Agent has an effective first-ranking fixed charge (or, in the case of Land then owned by that Chargor, a charge by way of legal mortgage) over the Fixed Charge Assets;
 - (b) ensure that it has an effective first-ranking assignment by way of security over the Assigned Assets;
 - (c) ensure that the Security Agent has an effective first-ranking floating charge over the Floating Charge Assets; and

- (d) facilitate the enforcement of the Transaction Security, the realisation of the Secured Assets or the exercise of any Rights held by the Security Agent or any Receiver or Administrator under or in connection with the Transaction Security.

6.2 The scope of clause 6.1 is not limited by the specific provisions of the rest of this clause 6 or by any other provision of the Transaction Security Documents.

Notification

6.3 If, after the date of this Deed, a Chargor acquires (a) Rights in Land, (b) a new Subsidiary or (c) Rights in any other material asset including contracts, it will notify the Security Agent as soon as reasonably practicable and will provide it with such information about the acquisition as the Security Agent may reasonably require.

Land

6.4 If required to do so by the Security Agent, each Chargor will execute a first charge by way of legal mortgage over any Land in England and Wales owned by it at that time which is not already the subject of such a charge in favour of the Security Agent, in any form which the Security Agent may reasonably require.

6.5 Each Chargor agrees to the entry of the following restriction in the proprietorship register of the title to any Land in England and Wales which now or in the future is the subject of a charge by way of legal mortgage in favour of the Security Agent and which is, or is required to be, registered at the Land Registry:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*date of this Deed*] in favour of Bangkok Bank Public Company Limited, London Branch of 33 St. Mary Axe, London, EC3A 8BY referred to in the Charges Register."

6.6 If any Land in which a Chargor has Rights now or in the future is required to be registered at the Land Registry, the Chargor will, within the relevant priority period under the Land Charges Act 1972:

- (a) apply to the Land Registry for first registration of the title to that Land and registration of that Chargor as proprietor of that Land and notify the Security Agent of its title number; and
- (b) if so required by the Security Agent, create a first charge by way of legal mortgage over that Land in favour of the Security Agent or, if not so required, procure that this Deed is noted in the charges register of that Land.

- 6.7 If any Land in which a Chargor has Rights is already registered at the Land Registry when those Rights are acquired, that Chargor will, within the priority period of the relevant Land Registry Official Search:
- (a) apply to the Land Registry for its title to that Land to be registered and give notice of the title number to the Security Agent; and
 - (b) if so required by the Security Agent, create a first charge by way of legal mortgage over that Land in favour of the Security Agent or, if not so required, procure that this Deed is noted in the charges register of that Land.
- 6.8 If any Land in which a Chargor has Rights now or in the future is not required to be registered at the Land Registry, the Chargor will, within the relevant priority period under the Land Charges Act 1972, apply to register a Class C Land Charge in respect of this Deed at the Land Charges Registry if the title deeds and documents to that Land are not deposited with the Security Agent under clause 6.10.
- 6.9 Each Chargor will procure the entry of a note of the obligation to make further advances under the terms of the Facility Agreement on the Charges Register of any registered land forming part of the Land over which it has created a charge by way of legal mortgage in favour of the Security Agent.
- 6.10 Each Chargor will deposit with the Security Agent all deeds and documents of title and all leases, licences and other ancillary documents received by it or on its behalf in relation to its Land.

Equipment

- 6.11 If required to do so by the Security Agent, each Chargor will create a first legal mortgage over any Equipment owned by it at that time, in any form which the Security Agent may reasonably require.

Shares

- 6.12 If, at any time, a Chargor owns shares in a Subsidiary, it will:
- (a) on the date of this Deed (or, if it acquires the shares later, as soon as practicable after it does so), deposit with the Security Agent all certificates or other documents of title to those shares and stock transfer forms for them, executed in blank by the Chargor;
 - (b) if required to do so by the Security Agent (and to the extent that the Chargor is able to do so) amend the articles of association of the Subsidiary concerned in the manner reasonably required by the Security Agent (and procure that the Subsidiary concerned

takes, or omits to take, all such other steps as the Security Agent may require) in order to enable it to enforce its Security without restriction; and

- (c) if reasonably required to do so by the Security Agent, procure that the Security Agent or its nominee becomes registered as the legal owner of the shares concerned.

Notice of charge

6.13 If, at any time, a Chargor has a Right in respect of a Key Account or a Key Contract, it will, within one Business Day of the date of this Deed (or, if it acquires the Right later, as soon as practicable after it does so):

- (a) deliver a notice of this Deed to the other parties to the relevant Key Account or Key Contract substantially in the form set out in the applicable part of Schedule 7 (*Notice and acknowledgement of security*); and
- (b) use its reasonable endeavours to procure that those parties deliver an acknowledgement of the notice to the Security Agent substantially in the form set out in that part of that Schedule as soon as reasonably practicable.

Subsequent Security

6.14 If a Secured Party receives notice that any Security has been created over any of the Secured Assets which the Finance Documents do not permit to rank in priority to the Transaction Security, that Secured Party will be treated as if it had immediately opened a new account for each Chargor, and all payments received by that Secured Party from that Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from that Chargor to that Secured Party.

ENFORCEMENT

7 Enforcement

Time for enforcement

- 7.1 The Security Agent may enforce the Transaction Security created by a Chargor at any time which is an Enforcement Time or if the Chargor concerned requests it to do so.

Methods of enforcement

- 7.2 The Security Agent may enforce the Transaction Security by:
- (a) appointing an Administrator of that Chargor;
 - (b) if permitted to do so by the Insolvency Legislation, appointing an Administrative Receiver of that Chargor;
 - (c) appointing a Specific Receiver of assets of that Chargor;
 - (d) going into possession of, receiving the benefit of, or selling any of the Secured Assets, giving notice to the relevant Chargor or any other person in relation to any of the Secured Assets, exercising a right of set-off or in any other way it may decide;
 - (e) receiving the benefit of or selling the Assigned Assets, giving notice to any person in relation to the Assigned Assets or in any other way it may decide; or
 - (f) taking any other action it may decide in any jurisdiction other than England.
- 7.3 To the extent that the Transaction Security arises under a security financial collateral arrangement, the Security Agent may also enforce it by giving written notice to the Chargor concerned that it is appropriating those Secured Assets which consist of financial collateral. On receipt of that notice by the Chargor, the Security Agent will automatically become the absolute owner of that financial collateral, and the Chargor will have no further interest in it. The value of the financial collateral will, as soon as practicable after it has been established, be applied in discharge of the equivalent amount of the Secured Obligations in accordance with clause 8 (*Application of proceeds*). For this purpose, the Security Agent will value the financial collateral as follows:
- (a) in the case of cash, by reference to its face value received by the Security Agent;
 - (b) in the case of credit claims, by reference to the amount actually recovered by the Security Agent; and

- (c) in the case of financial instruments, by reference to such public indices, valuations or other matters as the Security Agent may reasonably decide.

- 7.4 Expressions defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 will have the same meanings in this clause.
- 7.5 An Administrator must be appointed in accordance with the Insolvency Legislation.
- 7.6 A Receiver must be appointed by an instrument in writing, and otherwise in accordance with the Insolvency Legislation.
- 7.7 The appointment of a Receiver may be made subject to such limitations as are specified by the Security Agent in the appointment.
- 7.8 If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Security Agent may specify to the contrary in the appointment.
- 7.9 Subject to the Insolvency Legislation, the Security Agent may remove or replace any Receiver.
- 7.10 If required by the Insolvency Legislation, an Administrator or Receiver must be a person qualified to act as such under it.

Powers on enforcement

- 7.11 An Administrator will have the powers given to him by the Insolvency Legislation.
- 7.12 An Administrative Receiver of a Chargor will have:
 - (a) the powers given to him by the Insolvency Legislation;
 - (b) the powers given to a mortgagee or a receiver by the Law of Property Act 1925, but without the restrictions contained in section 103 of that Act; and
 - (c) the power to do, or omit to do, on behalf of the Chargor, anything which that Chargor itself could have done, or omitted to do, if its assets were not the subject of Security and the Chargor were not in insolvency proceedings.
- 7.13 A Specific Receiver will have the same powers as an Administrative Receiver in respect of the assets over which he is appointed.
- 7.14 The Security Agent will, if it enforces the Transaction Security itself, have the same powers as an Administrative Receiver in respect of the assets which are the subject of the enforcement.

- 7.15 Except to the extent provided by law, none of the powers described in this clause 7 will be affected by an Insolvency Event in relation to a Chargor.

Status and remuneration of Receiver

- 7.16 A Receiver of a Chargor will be the agent of that Chargor until that Chargor goes into liquidation. He will have no authority to act as agent for the Security Agent, even in the liquidation of that Chargor.
- 7.17 The Security Agent may from time to time determine the remuneration of any Receiver.

Third parties

- 7.18 A person dealing with the Security Agent or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:
- (a) those persons have the power to do those things which they are purporting to do; and
 - (b) they are exercising their powers properly.

8 Application of proceeds

All money received by the Security Agent or a Receiver under or in connection with the Finance Documents (whether during, or before, enforcement of the Transaction Security) will, subject to the rights of any persons having priority, be applied in accordance with the Facility Agreement.

REPRESENTATIONS AND UNDERTAKINGS

9 Representations

Each Chargor represents and warrants that the particulars of the Secured Assets attributed to each Chargor set out in Schedule 2 (*Land and Equipment*) to Schedule 5 (*Key Accounts*) (inclusive) are accurate and complete as at the date of this Deed

10 Investments

Entitlement to distributions

- 10.1 During an Enforcement Time (and also once the Transaction Security is being enforced), the Security Agent will be entitled to receive all distributions in respect of the Chargors' Investments for application in accordance with clause 8 (*Application of proceeds*). Otherwise, the Chargors will be entitled to receive those distributions.
- 10.2 During an Enforcement Time (and also once the Transaction Security is being enforced), but only upon written notice to the relevant Chargor, the Security Agent will be entitled to exercise all voting and other Rights in respect of the Chargors' Investments. Otherwise, the Chargors will be entitled to exercise those Rights.

Holder to pay to person entitled

- 10.3 To the extent that the holder of those Investments is not the person entitled to receive those distributions and exercise those Rights, the holder will pay the distributions to the person entitled to them and will exercise those Rights in accordance with the reasonable requirements of the person entitled to exercise them.

Pay all calls

- 10.4 Each Chargor will promptly pay all calls, instalments or other payments which from time to time become due in respect of any of its Investments, and the Security Agent will not in any circumstances incur any liability in respect of them.

11 Intellectual Property

Notify acquisition

- 11.1 Each Chargor will promptly notify the Security Agent of its acquisition of, or agreement to acquire, material Intellectual Property and any action taken to register the Intellectual Property.

Safeguard

11.2 Each Chargor will:

- (a) take all necessary action to safeguard and maintain its Rights in connection with Intellectual Property, including obtaining all necessary registrations and paying all applicable renewal fees and licence fees;
- (b) not allow any Intellectual Property to be abandoned or cancelled or to lapse; and
- (c) protect its Intellectual Property against theft, loss, destruction, unauthorised access, copying or use by third parties and, promptly on becoming aware of any material infringement of, or challenge to, any of its Intellectual Property, inform the Security Agent and take any steps at the cost of the Chargor as the Security Agent may from time to time reasonably specify in relation to the infringement or challenge.

12 General Undertakings

Maintain Secured Assets

12.1 Each Chargor will take all steps as are necessary to preserve the value and marketability of its Secured Assets.

Notification of adverse effect

12.2 Each Chargor will notify the Security Agent promptly as soon as it becomes aware of any matter which might reasonably be expected to have an adverse effect on the Rights of the Security Agent under the Transaction Security. Those matters include a breach or purported breach of a Key Contract by any party to it and a claim by any person to an interest in a Secured Asset.

Exchange Information

12.3 The Secured Parties may exchange between themselves any information relating to the Chargors.

Failure to comply with obligation

12.4 If a Chargor does not comply with its obligations under this Deed, the Security Agent may do so on that Chargor's behalf on such basis as the Security Agent may reasonably decide. Each Chargor will indemnify the Security Agent on demand against the amount certified by the Security Agent to be the properly incurred cost, loss or liability suffered by it as a result of doing so.

MISCELLANEOUS

13 Duration of the Security

Continuing security

- 13.1 The Obligations of each Chargor under the Finance Documents and the Security created by the Transaction Security Documents will continue until the Secured Obligations have been irrevocably and unconditionally paid or discharged in full, regardless of any intermediate payment or discharge in whole or in part.

Settlements conditional

- 13.2 If any payment by a Chargor or any other security provider or any release given by the Security Agent (whether in respect of the Secured Obligations or any Security for them or otherwise) is avoided or reduced as a result of insolvency or any similar event:
- (a) the liability of each Chargor under this Deed will continue as if the payment, release, avoidance or reduction had not occurred; and
 - (b) the Security Agent will be entitled to recover the value or amount of that Security or payment from each Chargor, as if the payment, release, avoidance or reduction had not occurred.

Section 93 Law of Property Act 1925

- 13.3 Section 93 of the Law of Property Act 1925 will not apply to the Transaction Security.

14 Expenses, liability and indemnity

Costs and expenses

- 14.1 Each Chargor shall within five Business Days of demand, pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with the Transaction Security. This includes any costs and expenses relating to the enforcement or preservation of the Transaction Security or the Secured Assets and any amendment, waiver, consent or release required in connection with the Transaction Security.

No liability or costs

- 14.2 Neither the Security Agent nor a Receiver nor any of their Officers will be in any way liable or responsible to any Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Secured

Assets or the Transaction Security, except to the extent caused by its own negligence or wilful misconduct.

Indemnity to the Security Agent

- 14.3 Each Chargor jointly and severally shall promptly indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:
- (a) anything done or omitted in the exercise of the powers conferred on it under the Transaction Security, unless it was caused by its negligence or wilful misconduct;
 - (b) a claim of any kind (whether relating to the environment or otherwise) made against it which would not have arisen if the Transaction Security had not been granted and which was not caused by its negligence or wilful misconduct; or
 - (c) any breach by that Chargor of this Deed.

15 Payments

Payments in full

- 15.1 All payments by a Chargor under this Deed will be made in full, without any set-off or other deduction.

Gross-up

- 15.2 If any tax or other sum must be deducted from any amount payable by a Chargor under this Deed, the Chargor concerned will pay such additional amounts as are necessary to ensure that the recipient receives a net amount equal to the full amount it would have received before such deductions.

VAT

- 15.3 All amounts payable by a Chargor under this Deed are exclusive of VAT. Each Chargor will, in addition, pay any applicable VAT on those amounts.

Default interest

- 15.4 If a Chargor fails to make a payment to a person under this Deed on its due date, it will pay interest to that person on the amount concerned at the Default Rate from the date it should have made the payment until the date of payment (after, as well as before, judgment).

Currency indemnity

15.5 If any sum due from a Chargor under this Deed (a **Sum**), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the **First Currency**) in which that Sum is payable into another currency (the **Second Currency**) for the purpose of:

- (a) making or filing a claim or proof against that Chargor; or
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

that Chargor shall as an independent obligation, within five Business Days of demand, indemnify each Secured Party to whom that Sum is due against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to that person at the time of its receipt of that Sum.

15.6 Each Chargor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency or currency unit other than that in which it is expressed to be payable.

Certificates and determinations

15.7 Any certification or determination by the Security Agent of an amount payable by a Chargor under this Deed is, in the absence of manifest error, conclusive evidence of that amount.

16 Remedies

Rights additional

16.1 The Rights created by this Deed are in addition to any other Rights of the Secured Parties against the Chargors or any other security provider under any other documentation, the general law or otherwise. They will not merge with or limit those other Rights, and are not limited by them.

No waiver

16.2 No failure by a Secured Party to exercise any Right under this Deed will operate as a waiver of that Right. Nor will a single or partial exercise of a Right by a Secured Party preclude its further exercise.

Partial invalidity

16.3 If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the

remaining provisions nor the legality, validity or enforceability of that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.

17 Power of attorney

- 17.1 Each Chargor, by way of security, irrevocably appoints each of the Security Agent and any Receiver severally to be its attorney to do anything:
- (a) which that Chargor is obliged to do under the Transaction Security Documents and has failed to do; or
 - (b) which the attorney may require to exercise any of the Rights conferred on it by the Transaction Security Documents or by law.
- 17.2 Each Chargor ratifies and confirms whatever any attorney appointed pursuant to this clause 17 does or purports to do pursuant to their appointment.

18 Chargors

- 18.1 Each Chargor which executes this Deed will be bound by it even if other intended Chargors do not do so or are not effectively bound by it.

Additional Chargors

- 18.2 To the extent any Affiliate of a Chargor is required by the terms of the Finance Documents to provide Security over its assets under English law, it may do so by becoming a party to this Deed by executing a Supplemental Deed in form and substance satisfactory to the Security Agent. If it would otherwise constitute unlawful financial assistance to do so, the Borrower will use its best endeavours to ensure that the security is granted in a lawful manner.

19 Resignation of the Security Agent

- 19.1 The Security Agent may be replaced by a successor in accordance with the Facility Agreement.
- 19.2 On the date of its appointment, the successor Security Agent will assume all the Rights and Obligations of the retiring Security Agent. However, this does not apply to any Obligations of the retiring Security Agent which arise out of its acts or omissions as Security Agent before the appointment of the successor, in respect of which the retiring Security Agent will continue to have the Obligations imposed by, and the Rights contained in, this Deed and the Facility Agreement.
- 19.3 The retiring Security Agent will, at the Chargors' expense, provide its successor with copies of those of its records related to its role as Security Agent as its successor properly requires to perform its functions as Security Agent.

20 Notices

Any communications to be made under or in connection with this Deed shall be made in accordance with clause 34 (*Notices*) of the Facility Agreement.

21 Release

At the end of the Security Period, the Secured Parties must, at the request and cost of each Chargor, take whatever action is necessary to release the Secured Assets from the Security created by this Deed.

22 Law and jurisdiction

Governing law

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

Jurisdiction of the English courts

- 22.2 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual obligations arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of or any non-contractual obligations arising out of or in connection with this Deed) (a **Dispute**).
- 22.3 The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and, accordingly, that they will not argue to the contrary.
- 22.4 Clause 22.2 is for the benefit of each Secured Party only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, any Secured Party may take concurrent proceedings in any number of jurisdictions.

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

Schedule 1
The Original Chargors

Name	Registered Number	Jurisdiction
Goldsworth Road Development LLP	OC386202	England and Wales
Prime Place (Woking Goldsworth Road North) LLP	OC402910	England and Wales

Schedule 2

Land and Equipment

Part A

Registered Land

Chargor	Address / Description	Title Number(s)
Goldsworth Road Development LLP	Phillips Court, 32 Goldsworth Road, Woking	SY515908
Goldsworth Road Development LLP	20 Goldsworth Road, Woking	SY588987
Goldsworth Road Development LLP	30 Goldsworth Road, Woking	SY570517
Goldsworth Road Development LLP	Land on the south side of 30-32 Goldsworth Road, Woking	SY843197
Prime Place (Woking Goldsworth Road North) LLP	15-29 Goldsworth Road, Woking	SY672104
Prime Place (Woking Goldsworth Road North) LLP	8 Church Street West, Woking	SY119592

Part B

Unregistered Land

None as at the date of this Deed.

Part C

Equipment

None at at the date of this Deed.

Schedule 3
Intellectual Property

None as at the date of this Deed.

Schedule 4
Investments

Chargor	Company Name	Interest
None as at the date of this Deed.		

Schedule 5

Key Contracts

- 1 Each Lease Document.
- 2 The policies in respect of the Insurances.
- 3 Any document appointing a Managing Agent.
- 4 Any document appointing an Asset Manager.
- 5 Each Permitted Contract.
- 6 The Prime Place SPA.
- 7 The Property (New GRS) SPA.

Schedule 6

Key Accounts

Chargor	Bank	Sort Code	Account Name	Account Number
Goldsworth Road Development LLP	Bangkok Bank Public Company Limited, London Branch	██████	Deposit Account	██████
Goldsworth Road Development LLP	Bangkok Bank Public Company Limited, London Branch	██████	Reserve Account	██████
Goldsworth Road Development LLP	Bangkok Bank Public Company Limited, London Branch	██████	General Account	██████
Goldsworth Road Development LLP	Lloyds Bank plc	██████	General Account	██████
Prime Place (Woking Goldsworth Road North) LLP	Lloyds Bank plc	██████	General Account	██████

Schedule 7
Notice and acknowledgement of Security

Part A - Key Contracts

To: [Counterparty]

Date: [●]

Dear Sirs

Notice of Security

- 1 We give you notice that, under a security document dated [●] entered into by us (and others) in favour of Bangkok Bank Public Company Limited, London Branch (the **Security Agent**), (the **Security Agreement**), we have charged to the Security Agent by way of first fixed charge all of our rights in [*insert details of agreement concerned*] (the **Agreement**).
- 2 We will remain liable for our obligations under the Agreement. The Security Agent has no obligations under it.
- 3 We have agreed with the Security Agent not to terminate or amend the Agreement or to waive any of its terms without the consent of the Security Agent.
- 4 We instruct you to:
 - (a) continue to make all payments due under the Agreement to us, unless and until you receive notice from the Security Agent to the contrary stating that the security under the Security Agreement has become enforceable. In this event, all the rights, powers and discretions will be exercisable by, and notices must be given and payments must be made to, the Security Agent or as it directs; and
 - (b) disclose to the Security Agent, without further approval from us, such information regarding the Agreement as the Security Agent may from time to time request and to send it copies of all notices issued by you under the Agreement.
- 5 This instruction cannot be varied or terminated without the consent of the Security Agent.
- 6 Please sign the enclosed acknowledgement and return it to the Security Agent at 33 St. Mary Axe, London, EC3A 8BY, marked for the attention of Andrew Lam / Mioara Sparcaci.

.....
for and on behalf of

[●]

Acknowledgement of Security

To: Bangkok Bank Public Company Limited, London Branch

- 1 We acknowledge receipt of the notice [described above]:
- 2 We have not received notice that any other person has an interest in the Agreement.
- 3 We will comply with the instructions in the notice.
- 4 We agree that no amendment or termination of the Agreement, nor any waiver of its terms, will be effective unless it is approved by the Security Agent.
- 5 We will not exercise any right of set-off against payments owing by us under the Agreement unless they arise out of the Agreement itself.

For and on behalf of)
[Counterparty]) Director

acting by:)
Director/Secretary

Date: [•]

Part B - Key Accounts

To: [Account Bank]

Date: [●]

Dear Sirs

Notice of Charge – Key Accounts

- 1 We give you notice that, under a security document dated [●] entered into by us (and others) in favour of Bangkok Bank Public Company Limited, London Branch (the **Security Agent**), we have charged to the Security Agent by way of first fixed charge all of our rights in the following account[s] (the **Account[s]**):

Bank	Sort Code	Account Holder	Account Name	Account Number

- 2 We have agreed with the Security Agent not to close the Account[s] or to amend or waive any of its terms without the consent of the Security Agent.
- 3 We instruct you:
- (a) to honour withdrawals from the Account if requested by the Security Agent;
 - (b) [to honour any withdrawals from the Account if requested by us, until notified otherwise by the Security Agent;]¹
 - (c) [not to honour any withdrawals from the Account if requested by us, unless our instructions are countersigned by the Security Agent;]²
 - (d) to comply with the terms of any written notice or instruction relating to the Account received by you from the Security Agent; and
 - (e) to disclose to the Security Agent, without further approval from us, such information regarding the Account as the Security Agent may from time to time request and to send it copies of all statements and other notices issued by you in connection with the Account.

¹ Include in relation to a General Account only.

² Include in relation to the Deposit Account and Reserve Account only.

- 4 These instructions cannot be varied or terminated without the consent of the Security Agent.
- 5 Please sign the enclosed acknowledgement and return it to the Security Agent at 33 St. Mary Axe, London, EC3A 8BY, marked for the attention of Andrew Lam / Mioara Sparcaci.

.....

for and on behalf of
[Relevant Chargor]

Acknowledgement of Security

To: Bangkok Bank Public Company Limited, London Branch

- 1 We acknowledge receipt of the notice of charge over the Account[s].
- 2 We have not received notice that any other person has an interest in the Account[s].
- 3 We will comply with the instructions in the notice.
- 4 [We will not, without the Security Agent's consent, permit any amount to be withdrawn from the Account.]³
- 5 We will comply with any notice we may receive from the Security Agent in respect of the Account.
- 6 We will not, without the Security Agent's consent, exercise any right of combination, consolidation or set-off which we may have in respect of the Account.

For and on behalf of)

[Account Bank]) Authorised signatory

Date: [●]

³ Include in relation to the Deposit Account and Reserve Account only.

Schedule 8
Form of Supplemental Deed

Dated _____ **20**

[●]	(1)
as Chargor	
and	
[●]	
as Security Agent	(2)

**Supplemental Deed to the Debenture
dated ●**

 **NORTON ROSE FULBRIGHT**

Supplemental Deed dated •

SIGNATORIES

Chargors • [and the other companies described in Schedule 1]

Security Agent •

IT IS AGREED as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed:

New [Subsidiary/Subsidiaries] means the [company/companies] described in the attached schedule

Debenture means the debenture dated [•] between [•] and the Security Agent, as it may from time to time be amended, restated, novated or replaced

Security Agent means [•] or any other person appointed as security trustee for the Secured Party under the Finance Documents.

1.2 Interpretation

1.2.1 Unless the context otherwise requires or unless otherwise defined, words and expressions defined in the Debenture shall have the same meaning when used in this Deed.

1.2.2 Clauses 1.2 (*Interpretation*) and 1.9 (*Parties and third parties*) of the Debenture apply to this Deed as though they were set out in full in this Deed except that references to the Debenture are to be construed as references to this Deed.

2 Accession to the Debenture

2.1 With effect from the date of this Deed, the New Subsidiary shall become a party to the Debenture as a Chargor and (in respect of itself and its assets) give the charges set out in the Debenture and assume the other obligations of a Chargor under the Debenture including, without limitation, the covenant to pay contained in clause 2 (*Payment of Secured Obligations*) of the Debenture, the indemnity contained in clause 2 (*Payment of Secured Obligations*) of the Debenture, the charges contained in clause 3 (*Charges*) of the Debenture and the rights and

obligations under the Debenture between the New Subsidiary, the Security Agent and the other Chargors shall be construed accordingly.

3 Representations and warranties

The New Subsidiary represents and warrants to the Security Agent that any representations and warranties deemed to be made by it pursuant to the Debenture are true and accurate on the date of this Deed.

4 Continuation of the Debenture

The Debenture shall continue in full force and effect, as supplemental by this Deed. The Debenture and this Deed shall be read and construed as one instrument as if references in the Debenture to "this Deed" were to the Debenture and this Deed taken together.

5 [Addition to Schedules

Schedule [•] shall be amended as follows: [•].]

6 Counterparts

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

7 Governing law

This Deed and any non-contractual obligations connected with it are governed by English law.

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

Schedule
The Chargors

Name	Registered Number
[Chargor name]	[*]
[Chargor name]	[*]

SIGNATORIES TO THE SUPPLEMENTAL DEED

The New Subsidiary

Executed as a Deed by
[NAME OF CHARGOR]
acting by:

.....
Director

in the presence of:

.....

Name of witness:

Address:

The Security Agent

[NAME OF SECURITY AGENT]

by:

.....
Authorised Signatory

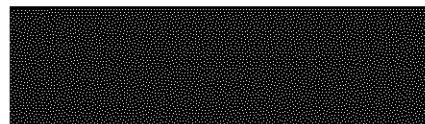
SIGNATORIES

The Chargers

Executed as a deed by

GOLDSWORTH ROAD DEVELOPMENT LLP

acting by:



Director

Duly authorised by BE E&O WORLD NOMINEE LTD
to sign on its behalf as a member of
Goldsworth Road Development LLP

in the presence of:

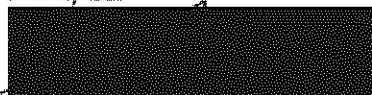


Name of witness: MARTIN WILL
Address: 25 VICTORIA ST
LONDON
SW1H 0EX

Executed as a deed by

PRIME PLACE (WOKING GOLDSWORTH ROAD NORTH) LLP

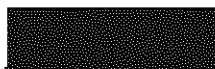
acting by:



Director

Duly authorised by EE WORLD LONDON HOLDINGS
to sign on its behalf as a member of Prime LLP
Place (Woking Goldsworth Road North) LLP

in the presence of:



Name of witness: MARTIN WILL
Address: 25 VICTORIA ST
LONDON

The Security Agent SW1H 0EX
BANGKOK BANK PUBLIC COMPANY LIMITED,
LONDON BRANCH

by:

.....
Authorised signatory

SIGNATORIES

The Chargors

Executed as a deed by

GOLDSWORTH ROAD DEVELOPMENT LLP

acting by:

.....

Director

Duly authorised by _____,
to sign on its behalf as a member of
Goldsworth Road Development LLP

in the presence of:

.....

Name of witness:

Address:

Executed as a deed by

PRIME PLACE (WOKING GOLDSWORTH ROAD NORTH) LLP

acting by:

.....

Director

Duly authorised by _____,
to sign on its behalf as a member of Prime
Place (Woking Goldsworth Road North) LLP

in the presence of:

.....

Name of witness:

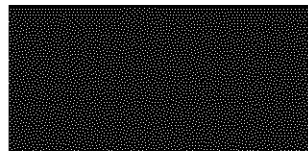
Address:

The Security Agent

**BANGKOK BANK PUBLIC COMPANY LIMITED,
LONDON BRANCH**

by:

**Peeriyathap Homhuan
SVP & Branch Manager**



.....
Authorised signatory