



**Registration of a Charge**

Company name: **CALA MANAGEMENT LIMITED**

Company number: **SC013655**



X35U5F4P

Received for Electronic Filing: **15/04/2014**

---

**Details of Charge**

Date of creation: **28/03/2014**

Charge code: **SC01 3655 0341**

Persons entitled: **BANK OF SCOTLAND PLC AS AGENT AND SECURITY TRUSTEE FOR EACH OF THE SECURED PARTIES (AS MORE PARTICULARLY DEFINED IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS FORM MR01)**

Brief description: **THE FREEHOLD LAND AT BROOKWOOD FARM, BAGSHOT, WOKING REGISTERED IN THE LAND REGISTRY UNDER TITLE NUMBER SY367581 AND AS SHOWN EDGED IN RED ON THE PLAN ANNEXED TO THE INSTRUMENT EVIDENCING THE CHARGE AND ACCOMPANYING THIS FORM MR01**

**Contains negative pledge.**

---

**Authentication of Form**

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

---

**Authentication of Instrument**

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

**COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**GAVIN BUCHAN ON BEHALF OF MACLAY MURRAY & SPENS LLP**



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

Company number: 13655

Charge code: SC01 3655 0341

The Registrar of Companies for Scotland hereby certifies that a charge dated 28th March 2014 and created by CALA MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th April 2014 .

Given at Companies House, Edinburgh on 15th April 2014

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



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 28 March 2014

**LEGAL CHARGE**

**between**

**CALA MANAGEMENT LIMITED**

**and**

**BANK OF SCOTLAND PLC**  
**as Security Trustee for each of the Senior Creditors**

**(Note to the Land Registry. This Charge contains (in Clause 11.1 (*Request to the Land Registry*)) an application to enter a restriction in the Proprietorship Register and (in Clause 11.2 (*Further Advances*)) an application to enter a notice on the Charges Register)**

---

**re: Land at Brookwood Farm, Bagshot Road, Woking**

---

## TABLE OF CONTENTS

Clause	Page No.
1	DEFINITIONS AND INTERPRETATION ..... 1
2	COVENANT TO PAY..... 6
3	CHARGE ..... 6
4	COVENANTS BY THE CHARGOR..... 6
5	OTHER UNDERTAKINGS ..... 11
6	THE SECURITY TRUSTEE'S RIGHTS ..... 11
7	THE SECURITY TRUSTEE'S POWERS AND THE ENFORCEMENT OF THE CHARGE ..... 13
8	CERTIFICATE OF SUMS DUE ..... 16
9	CONTINUING SECURITY ..... 16
10	FURTHER ASSURANCE..... 17
11	LAND REGISTRY ..... 17
12	NOTICES ..... 18

THIS LEGAL CHARGE is made on the 28<sup>th</sup> day of March

2014

BETWEEN:

- (1) **CALA MANAGEMENT LIMITED** (Registered Number SC013655) whose registered office is at Adam House, 5 Mid New Cultins, Edinburgh EH11 4DU (the "Chargor"); and
- (2) **BANK OF SCOTLAND PLC** as agent and Security Trustee for each of the Senior Creditors (the "Security Trustee").

WHEREAS:

- (A) The Senior Creditors have agreed in accordance with the terms and conditions of the Facility Agreement to make available to the Borrowers (as defined therein) certain credit facilities (the "Senior Facilities"); and
- (B) It is a condition precedent of the Senior Creditors making those credit facilities available to the Borrowers that the Chargor enters into this Charge.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Incorporation of definitions

Terms defined in the Facility Agreement, unless otherwise defined in this Legal Charge or unless a contrary intention appears, bear the same meaning when used in this Legal Charge.

### 1.2 Additional definitions

In this Legal Charge unless the context otherwise requires the following expressions shall have the meanings respectively assigned to them:

**"Charge"** means this legal charge.

**"Enforcement Event"** means:

- (a) an Event of Default has occurred and is continuing;
- (b) any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or by any other person to appoint an administrator in respect of the Chargor;

- (c) any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Chargor or by any other person to wind up or dissolve the Chargor or to appoint a liquidator, (whether provisional, interim or otherwise) trustee, receiver, administrative receiver or similar officer of the Chargor or any part of its undertaking or assets; or
- (d) the making of a request by the Chargor for the appointment of a receiver or administrator.

**“Facility Agreement”**

means the facility agreement dated 8 November 2007 as amended and restated by amendment and restatement agreements dated 21 December 2009, 25 January 2011, 23 December 2011, 18 March 2013 and further amended and restated by an amendment and restatement agreement dated 18 December 2013 between, among others, CALA Group Limited (as Parent), the Obligors, and Bank of Scotland plc as Arranger, Agent, Issuing Bank, Security Trustee and an Original Lender.

**“Intercreditor Agreement”**

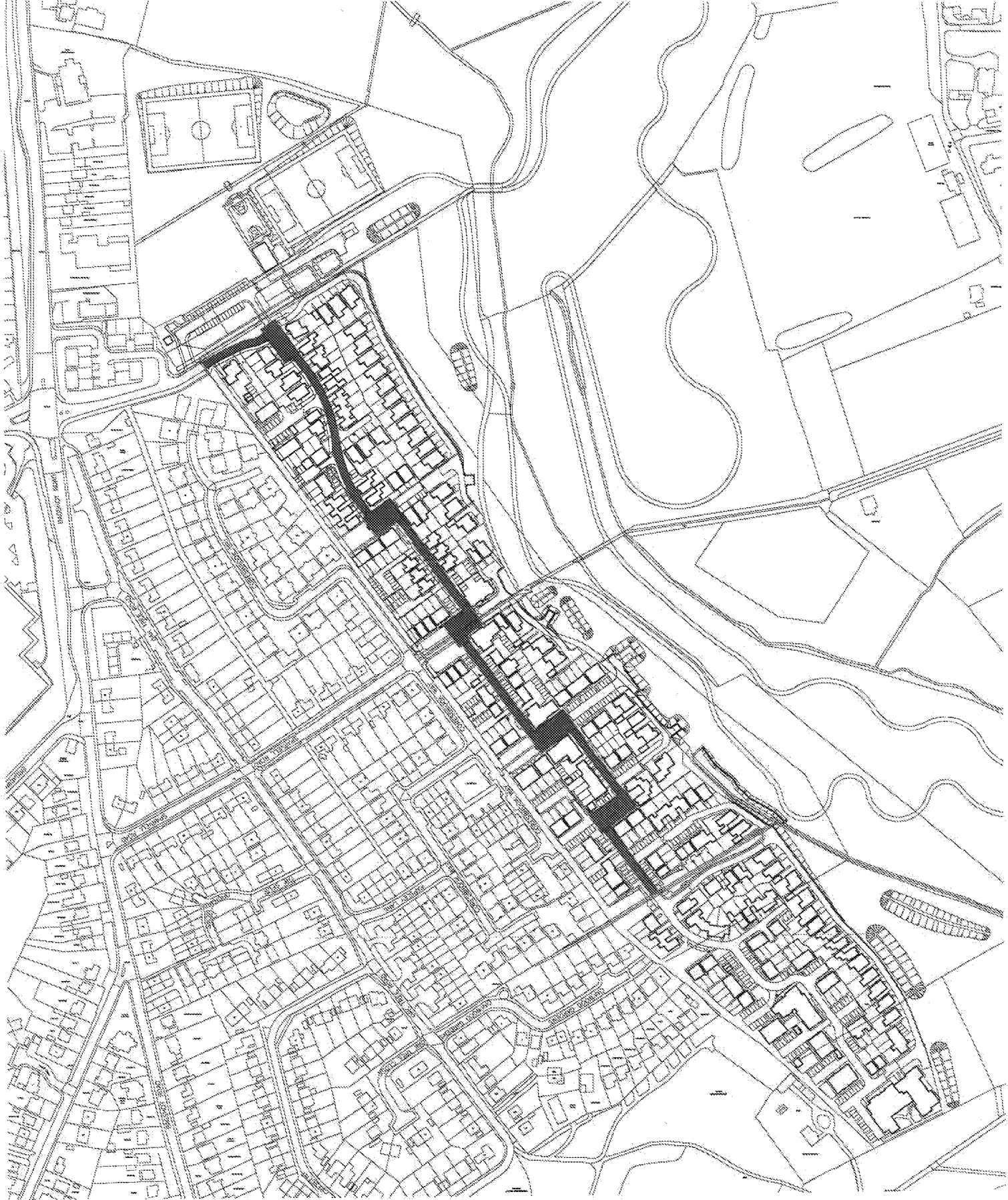
means the intercreditor agreement dated 8 November 2007 as amended and restated by an amendment and restatement agreement dated 21 December 2009 and as further amended and restated by an amendment and restatement agreement dated 15 March 2013 between, among others, CALA Group Limited (as Parent), the Obligors and Bank of Scotland plc as Arranger, Agent, Security Trustee and an Original Lender.

**“Planning Acts”**

means the Town and Country Planning Act 1990 and, where applicable, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, and the Planning and Compensation Act 1991 and any associated or similar legislation regulating the development or use of land.

**“Property”**

means the freehold land registered with Title Absolute at Brookwood Farm, Bagshot, Woking registered at the Land Registry under Title Number SY367581 as shown edged red on the plan



**478000/A/3030**  
 Drawing No.  
 Dec 13  
 Date  
 1:2500 @ A3  
 Scale  
 Tranche 1 Plan  
 Title  
 Working  
 Brookwood Farm  
 Project  
 A Link to Grestbrook Way removed.  
 Boundary revised. Surrounding road names added.  
 27.03.14  
 19.02.14

2ND FLOOR 31A SALISBURY SQUARE  
 OLD HATFIELD HERTS AL3 5AF  
 T 01707 270 077 F 01707 270 075  
 E www.asbbydesign.co.uk

**ASHBY DESIGN LIMITED**

B  
 P  
 11  
 TT  
 Checked  
 Drawn  
 P  
 11  
 TT  
 Checked

100m  
  
 N



annexed hereto.

**“Receiver”**

means any person or persons appointed (and any additional person or persons appointed or substituted) as an administrative receiver, a receiver and manager or as a receiver by the Security Trustee under this Charge and shall include joint Receivers.

**“Secured Obligations”**

means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or as principal debtor, guarantor, surety or otherwise or as the equivalent obligor under the laws of any other jurisdiction) of the Chargor or any other Obligor to the Security Trustee and the other Senior Creditors (or any of them) under the Finance Documents together with:

- (a) any refinancing, novation, refunding, deferral or extension of or increase in any of those obligations or liabilities;
- (b) any further advances and additional facilities which may be made by any Senior Creditor to the Chargor or any other Obligor under any agreement expressed to be supplemental to any of the Finance Documents and all interest, fees, and costs in connection therewith;
- (c) any claim for damages or restitution in the event of rescission of any of those obligations or liabilities or otherwise in connection with any of the Finance Documents;
- (d) any claim against the Chargor or any other Obligor flowing from the recovery by the Chargor or any other Obligor of a payment or discharge in respect of any of those liabilities on grounds of preference or otherwise;
- (e) any amounts which would be included in any of the foregoing but for any discharge, non-provability, unenforceability or non-allowability of the same in any insolvency or other proceedings; and

- (f) all costs, charges and expenses incurred by the Security Trustee or any other Senior Creditor in connection with the protection, preservation or enforcement of its rights against the Chargor or any other Obligor.

**“Senior Creditors”** means together the Finance Parties as defined in the Facility Agreement.

**“Taxes”** means all forms of tax, duty, rate, levy, social security or similar payments or other imposition whenever and by whatever authority imposed and whether of the United Kingdom or elsewhere, and any interest, penalty or fine in connection with any such items.

### 1.3 Security trust provisions

The Security Trustee holds the benefit of this Legal Charge on trust for the Senior Creditors in accordance with Clauses 2.1.2, 2.2.2 and 2.3 to 2.5 (inclusive) (*Appointment of Security Trustee*) of the Intercreditor Agreement.

### 1.4 Unless a contrary indication appears, any reference in this Charge to:

- 1.4.1 any **“Chargor”**, **“Security Trustee”**, **“Senior Creditor”** and **“Obligor”** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in case of the Security Trustee, any person for the time being appointed as Security Trustee or Security Trustee in accordance with the Finance Documents;
- 1.4.2 **“assets”** includes present and future properties, revenues and rights of every description;
- 1.4.3 an Event of Default is **“continuing”** if it has not been remedied or waived;
- 1.4.4 the **“Facility Agreement”**, a **“Finance Document”** or any other agreement or instrument is a reference to that Facility Agreement or Finance Document or other agreement or instrument as amended, novated, supplemented, replaced, extended or restated in whole or in part;
- 1.4.5 a **“person”** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;

- 1.4.6 a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law but if not having the force of law, which is generally complied with by those to whom it is addressed) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- 1.4.7 a provision of law is a reference to that provision as amended or re-enacted;
- 1.4.8 “**disposal**” includes a sale, transfer, grant, lease or other disposal, whether voluntary or involuntary (and “**dispose**” shall be construed accordingly);
- 1.4.9 “**document**” includes any deed, instrument (including negotiable instrument) or other document of any kind;
- 1.4.10 any matter “**including**” specific instances or examples of such matter shall be construed without limitation to the generality of that matter (and references to “**include**” shall be construed accordingly);
- 1.4.11 the “**winding-up**”, “**dissolution**” or “**administration**” of a person shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such person is incorporated or established, or any jurisdiction in which such person carries on business including the seeking of liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors; and
- 1.4.12 clauses are to the clauses of this Charge.
- 1.4.13 Clause headings are for ease of reference only.
- 1.4.14 Words in the singular shall import the plural and *vice versa*.
- 1.5 Words defined in the Companies Act 2006 have the same meanings in this Legal Charge.
- 1.6 The obligations of the Chargor under this Charge shall be in addition to the covenants for title deemed to be included in this Charge by virtue of Part I of the Law of Property (Miscellaneous Provisions) Act 1994.
- 1.7 This Charge is intended to take effect as a deed notwithstanding that the Security Trustee may have executed it under hand only.
- 1.8 To the extent necessary for any agreement for the disposition of the Property in this Charge to be a valid agreement under section 2(1) of the Law of Property (Miscellaneous Provisions) Act

1989, the terms of the other Finance Documents and of any side letters between the parties to this Charge are incorporated into this Charge.

## **2. COVENANT TO PAY**

### **2.1 Covenant to pay**

The Chargor, as principal debtor and not just as surety, covenants with the Security Trustee to pay, discharge and satisfy the Secured Obligations to the Security Trustee in accordance with the terms of the Finance Documents whether by acceleration or otherwise.

### **2.2 Interest**

The Chargor shall pay interest on any amount demanded from it in accordance with this Legal Charge from the date such interest is due and payable until such amount is irrevocably discharged and paid in full (such interest to accrue on a daily basis after as well as before judgment or the liquidation or administration of the Chargor and to be payable on demand) at the rate from time to time applicable to unpaid sums specified in the Facility Agreement, save to the extent that such interest is charged on such amount pursuant to the terms of the relevant Finance Document and itself constitutes a Secured Obligation.

## **3. CHARGE**

The Chargor charges with full title guarantee to the Security Trustee by way of first legal mortgage the Property to secure the Secured Obligations.

## **4. COVENANTS BY THE CHARGOR**

4.1 In the case of conflict between the provisions of this Clause 4 and the provisions of the Facility Agreement, the provisions of the Facility Agreement shall prevail.

4.2 The Chargor shall:

- 4.2.1 pay or cause to be paid all rents, rates, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise imposed upon or payable in respect of the Property as and when the same become due and payable;
- 4.2.2 keep or cause to be kept the Property in good and substantial repair and permit the Security Trustee and any person authorised by the Security Trustee to inspect the

Property and view the state of the same (provided that such access shall not be disruptive to the Chargor's ordinary course of business);

- 4.2.3 insure and keep insured or procure to be so insured all buildings, installations and appurtenances for the time being comprised in or subject to this Charge and the fixtures and fittings and all other objects of whatever kind of an insurable nature in and upon the same against loss or damage by fire (including fire caused by riots and civil disturbances) and other usual risks including explosion, aircraft and articles dropped therefrom, acts of terrorism and (where appropriate) flood, subsidence and such other risks as the Security Trustee may from time to time require to the full reinstatement value thereof (plus sums in respect of loss of rent, removal of debris and professional fees which may be incurred in connection with repairing, rebuilding or reinstating the same) and upon such terms as the Security Trustee may from time to time reasonably require with such underwriters or insurance companies as shall be approved of in writing from time to time by the Security Trustee in the name of the Chargor with the interest of the Security Trustee noted on the policies in respect of such insurance (with or without the addition of other names) or otherwise as the Security Trustee shall direct and duly and punctually pay or cause to be paid all premiums and moneys necessary for effecting and keeping up the said insurance when the same shall become due respectively and on demand produce or cause to be produced to the Security Trustee the policy of every such insurance and receipt for every such payment;
- 4.2.4 not without the prior written consent of the Security Trustee create or knowingly permit to exist any Security over the Property (other than a lien arising in the ordinary course of business) or otherwise dispose of deal with or part with or share possession of the Property or any interest therein nor make or suffer to be made any material change or addition whatsoever in or to the use of the Property or agree to do any of the foregoing;
- 4.2.5 not commit any nuisance on the Property nor without the prior written consent of the Security Trustee do or permit to be done on the Property anything which would be prejudicial to the validity of any policy of insurance;
- 4.2.6 not do or omit or knowingly suffer to be done or omitted any act, matter or thing, in, on or in respect of the Property in contravention of the Planning Acts or any licences, consents, permissions or conditions granted or imposed thereunder;
- 4.2.7 within seven days of the service of any notice, order, direction, permission or proposal given, made or issued under or by virtue of the Planning Acts or otherwise affecting the Property or any part thereof give full particulars thereof to the Security Trustee and

without delay comply with the same, or if the Security Trustee so requires in writing, join with the Security Trustee in objecting to or contesting the same;

- 4.2.8 perform and observe in all material respects with all title burdens, stipulations and provisions affecting the Property (including but without prejudice to the generality of the foregoing all requirements and regulations of the competent authorities) and if the Property is leasehold property also produce on demand to the Security Trustee the receipt for the last payment of rent reserved by the lease under which such property is held;
- 4.2.9 not, without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed) or unless the Security Trustee shall otherwise require, exercise any option or right of election available at law that the supplies made in respect of any lease or tenancy shall be chargeable or taxable for Value Added Tax purposes at the standard or any other applicable rate, including (without limitation) pursuant to paragraph 2 of Schedule 10 to the Value Added Tax Act 1994;
- 4.2.10 not, without the prior written consent of the Security Trustee, enter into any negotiations with any competent authority with regard to the compulsory acquisition of the Property or consent to the compulsory acquisition of the Property and, where any such compulsory acquisition has or could have a material adverse effect on the value of the Property, upon request by the Security Trustee, permit the Security Trustee and/or its representatives (for such time as the Security Trustee requires) to conduct all or part of such negotiations or give such consent on its behalf;
- 4.2.11 comply with, and to the extent that it is within the power of the Chargor to do so, procure compliance in all material respects with all Environmental Law affecting the Property and notify the Security Trustee forthwith in writing of any material breach or of the receipt of any notice or other communication in respect of any breach of any Environmental Law affecting the Property or any investigation or order, commenced or made in relation to any such breach and forthwith take all steps necessary to remedy such infringement of any Environmental Law affecting the Property. For the purpose of this Clause "**Environmental Law**" means the Clean Air Act 1968, the Control of Pollution Act 1974, the Control of Pollution (Amendment) Act 1989, the Environmental Protection Act 1990, the Planning (Hazardous Substances) Act 1997, the Water Resources Act 1991, the Environment Act 1995 and any other legislation for the time being in force relating to the pollution or protection of the environment and public health;

- 4.2.12 indemnify and reimburse the Security Trustee in respect of any losses, damages, liabilities, claims, costs and expenses (including, without limitation, fines, penalties, judgments and awards, financial responsibility for clean-up activities and obligations, statutory or other official contributions, legal fees, technical consultancy, engineers' and experts' fees and costs and expenses) properly incurred of obtaining or retaining consents or licences or otherwise complying with Environmental Law affecting the Property;
- 4.2.13 indemnify and keep indemnified (on a full indemnity basis) the Security Trustee or, as the case may be, any other Senior Creditor, in respect of any Secured Obligations outstanding and pay the Security Trustee upon demand with interest thereon at the rate specified in any relevant loan agreement or legal charge from the respective dates for payment all moneys paid by the Security Trustee or, as the case may be, any other Senior Creditor, in respect of all claims, costs, expenses and liability whatsoever from time to time incurred in relation to this Charge including (but without prejudice to the generality of the foregoing) all sums paid and expenses properly incurred by the Security Trustee or, as the case may be, such Senior Creditor:
- (a) in remedying or making good any breach or non-observance of any undertaking or obligation on the part of the Chargor herein contained; or
  - (b) under any undertaking, agreement or obligation contained in or imposed by any lease, agreement for lease, tenancy or licence affecting the Property which may have been or may hereafter be granted or entered into by the Chargor or by the predecessors in title of the Chargor or by any one or more of them; or
  - (c) under the Planning Acts whether in respect of any act, matter or thing done, omitted or suffered to be done or omitted by or on behalf of the Chargor or any person claiming under the Chargor or through whom the Chargor derives title to the Property or in respect of any objection to or the contesting of any notice, order or proposal therefor or otherwise howsoever; or
  - (d) under any requirements or regulation of any competent authority; or
  - (e) arising out of any defect in or want of repair to the Property; or
  - (f) under any title burden, agreement or obligation, restrictive or otherwise, affecting the title to the Property and enforceable against the Property or the owner thereof for the time being and whether or not recited or referred to herein; or

- (g) in enforcing or exercising or protecting or attempting to enforce or exercise or protect any of the rights, powers, provisions and undertakings contained in this Charge or to be implied herefrom.

4.3 If the Chargor fails at any time to perform or observe any undertaking or condition on its part herein contained the Security Trustee shall be entitled but not obliged, in order to make good such failure in whole or in part:

- 4.3.1 to enter upon the Property and effect such repairs and other works thereon as the Security Trustee considers necessary;
- 4.3.2 to take such steps, give such notices, execute such works and do such things as the Security Trustee considers necessary to comply with any requirements of or any notice, order, direction, permission or proposal given, served or made under the Planning Acts or otherwise affecting or likely to affect the Property;
- 4.3.3 to insure and keep insured the Property in such amount and in such manner as the Security Trustee considers necessary; and
- 4.3.4 to admit, settle, liquidate, compound or contest in such manner as the Security Trustee thinks fit any claim or liability in relation to the Property whether or not the Security Trustee is expressly indemnified herein against the same and to make such payments and expend or debit on account such moneys as the Security Trustee considers necessary to that end,

provided that the Security Trustee shall not be deemed to be a mortgagee in possession by reason of the exercise of any right conferred by this Clause 4.3 and provided further that any sum expended by the Security Trustee in accordance with this Clause 4.3 shall be repayable by the Chargor and be added to the total of the Secured Obligations.

4.4 For so long as it remains bound by the provisions of this Charge the Chargor shall not without the prior written consent of the Security Trustee;

- 4.4.1 create or allow to be created any mortgage charge or lien on the Property;
- 4.4.2 grant or accept a surrender of any lease or licence of the Property; nor
- 4.4.3 transfer assign dispose or part with or share possession or occupation of the Property.

4.5 Subject to any obligations of the Chargor under any lease in respect of the Property, all moneys received under any insurance whatsoever in respect of loss or damage by fire or otherwise to the



Property shall, if the Security Trustee so requires, be applied in making good the loss or damage or in or towards the discharge of the money for the time being owing under this Charge.

**5. OTHER UNDERTAKINGS**

Save as permitted by the Facility Agreement the Chargor shall not without the prior written consent of the Security Trustee assign charge or in any other way divert the payment of any rents due in respect of the Property away from the Chargor.

**6. THE SECURITY TRUSTEE'S RIGHTS**

- 6.1 Save in so far as may be expressly provided for in the conditions of any dealing or as may otherwise be acknowledged in writing by the Security Trustee such dealings shall not prejudice or affect the undertakings, liabilities and obligations of the Chargor hereunder or the rights and remedies of the Security Trustee and shall not release or discharge any Security given by the Chargor hereunder.
- 6.2 The conditions of any dealing agreed in writing by the parties thereto shall be deemed to have been set forth herein and shall be enforceable by the Security Trustee accordingly.
- 6.3 For the purpose of this provision a dealing shall include:
- 6.3.1 the giving of time or indulgence by the Security Trustee or, as the case may be, a Senior Creditor;
  - 6.3.2 the neglect or forbearance of the Security Trustee or, as the case may be, a Senior Creditor, in requiring or enforcing payment of any moneys hereby secured;
  - 6.3.3 the release of any property subject to this Charge or of any undertaking, condition, liability or obligation hereunder; and
  - 6.3.4 any act, omission, matter or thing whatsoever whereby the Chargor would or might have been released from any undertaking, condition, liability or obligation hereunder or any Security given by it.
- 6.4 The Security Trustee's reasonable costs (including legal costs and surveyors fees) of any dealing including the costs of any release, discharge or reconveyance will be the responsibility of the Chargor and shall be added to the total of the Secured Obligations.

- 6.5 The Security Trustee may in relation to this Charge act on the opinion or advice of or any information obtained from any lawyer, valuer, surveyor, auditor, accountant or other expert acting in his professional capacity whether obtained by the Chargor or the Security Trustee and shall not be responsible for any loss occasioned by so acting.
- 6.6 No assurance, security or payment which may be avoided under any enactment relating to bankruptcy, insolvency, winding-up or any similar process (including under sections 238 to 245 (inclusive) of the Insolvency Act 1986) and no release, settlement or discharge given or made by the Security Trustee on the faith of any such assurance, security or payment, shall prejudice or affect the right of such persons to enforce the security created by or pursuant to this Charge in respect of the full extent of the Secured Obligations hereby secured. The Security Trustee shall be at liberty at its absolute discretion to retain the security so created as security for the Secured Obligations for a period of one month plus such statutory period within which any security or payment given or made pursuant to this Charge may be avoided or invalidated after the Secured Obligations hereby secured shall have been paid in full, notwithstanding any release, settlement, discharge or arrangement given or made by the Security Trustee on or as a consequence of such termination of liability. If at any time within such period after such termination, a petition shall be presented to a competent court for an order for the bankruptcy, insolvency, winding up or similar process of or in respect of the Chargor or the Chargor shall commence to be wound up voluntarily or an application for an administration order shall be made to a competent court in respect of the Chargor, the Security Trustee shall be at liberty, notwithstanding the above, to continue to retain such security or any part thereof for and during such further period as the Security Trustee in its absolute discretion shall determine. The Chargor agrees that such security shall be deemed to have been and to have remained held by the Security Trustee as and by way of security for the payment to the Security Trustee of all or any sums which may become due and owing to the Security Trustee in respect of the Secured Obligations hereby secured.
- 6.7 The Security Trustee shall not be liable to the Chargor in respect of any loss or damage which arises out of the exercise, the attempted or purported exercise or the failure to exercise any of its powers or for any other loss of any nature whatsoever.
- 6.8 The Security Trustee may from time to time delegate by power of attorney or otherwise to any person or corporation any powers and discretions of the Security Trustee under this Charge whether arising by statute, the provisions hereof or otherwise upon such terms and for such periods of time as it may think fit and may determine any such delegation.
- 6.9 The Security Trustee will not be liable to the Chargor for any loss or damage arising from any act, default, omission or misconduct of any delegate so appointed and references in this Charge

to the Security Trustee will where the context so admits include references to any delegates so appointed.

## **7. THE SECURITY TRUSTEE'S POWERS AND THE ENFORCEMENT OF THE CHARGE**

7.1 Section 103 of the Law of Property Act 1925 shall not apply to this Charge.

7.2 At any time upon the occurrence of an Enforcement Event, the Security Trustee may:

7.2.1 appoint a Receiver over all or part of the Property;

7.2.2 exercise all of the powers conferred upon it as mortgagee by the Law of Property Act 1925;

7.2.3 take possession of the Property and in so doing shall be deemed to be the agent of the Chargor, and to the extent that they are not charged by the Chargor in this Charge the Security Trustee may at the expense of the Chargor and as the agent of the Chargor remove, store, preserve and, other than tenants and trade fixtures and fittings, sell or otherwise dispose of any chattels and any livestock at the Property without being liable to the Chargor for any loss in connection with such disposal and the Security Trustee will pay the net proceeds of sale of such chattels and livestock (after payment of any costs incurred in connection with such removal, storage, preservation and disposal) to the Chargor on its demand;

7.2.4 retire all bills or notes which are under discount with the Security Trustee and to which the Chargor is a party in any capacity without any deduction.

7.3 Section 103 of the Law of Property Act 1925 shall not apply to this Charge, and the Charge shall become immediately capable of being enforced and the power of sale and other powers conferred on mortgagees by that Act shall arise and become exercisable without the restrictions contained in that Act at any time upon the occurrence of an Enforcement Event but this provision shall not affect anyone acquiring any interest in the Property from the Security Trustee or put him upon enquiry as to whether or not such Enforcement Event has occurred.

7.4 The Security Trustee shall be entitled to grant and make agreements for leases at a premium or otherwise and accept surrenders of leases and grant options on such terms as the Security Trustee shall consider expedient and without statutory or other restrictions.

- 7.5 The restrictions on the right of consolidating mortgages which is contained in Section 93 of the Law of Property Act 1925 shall not apply to this Charge.
- 7.6 The following provisions shall apply to any Receiver:
- 7.6.1 where more than one Receiver is appointed, they shall have the power to act severally as well as jointly in relation to all or any part of the Property unless the Security Trustee shall when appointing them specify otherwise;
  - 7.6.2 if the Security Trustee appoints a Receiver over part only of the Property, the Security Trustee will still be entitled to appoint the same or another Receiver over any other part of the Property;
  - 7.6.3 the Security Trustee may from time to time determine how and how much the Receiver is to be paid;
  - 7.6.4 the Security Trustee may from time to time remove the Receiver from all or part of the Property and, if it wishes, appoint another in his place;
  - 7.6.5 the Receiver shall, so far as the law permits, be the agent of the Chargor, who shall alone be personally liable for the Receiver's acts, defaults and costs;
  - 7.6.6 the Receiver shall have all of the powers given to receivers by the Law of Property Act 1925 in the same way as if the Receiver had been duly appointed under that Act, and in addition to, but without limiting such general powers, and without prejudice to the Security Trustee's powers, the Receiver shall have power in the name of the Chargor or otherwise to do the following things:
    - (a) to take possession of, collect and get in all or any part of the Property and all rents and other income of the Property;
    - (b) to commence and/or complete any building works on any part of the Property;
    - (c) to apply for and obtain any permissions, approvals, consents or licences as he may in his absolute discretion think fit;
    - (d) to acquire any further property, assets or rights whatsoever, whether by way of purchase, lease or otherwise;
    - (e) to borrow money for any purpose specified in this Clause from the Security Trustee or any other person upon the security of the Property or otherwise;

- (f) subject to the terms of any relevant lease, to provide such services for tenants and generally to manage the Property in such manner as he shall think fit;
- (g) if the Property is leasehold, to vary the terms of or surrender the lease and/or to take a new lease of all or any part of the Property on such terms as he shall think fit, and so that such new lease shall become charged to the Security Trustee on the terms of this Charge so far as applicable and to execute a formal legal mortgage over any such new lease in favour of the Security Trustee in such form as the Security Trustee may require;
- (h) to operate and manage any business or undertaking conducted at the Property;
- (i) to sell (whether by way of auction or by private contract or by any other means), let, or grant licences of, and to vary the terms of or terminate or accept surrenders of leases or tenancies of all or any part of the Property or grant options over all or any part of the Property, in such manner and for such term, with or without any payment, with such rights relating to the other parts of the Property, and generally upon such terms and conditions (including the payment of money) as the Receiver shall think fit in his absolute discretion;
- (j) to accept payment for any such sale, lease, licence or option in a lump sum or by instalments or in cash or by debentures, securities or any other valuable consideration as the Receiver shall think fit;
- (k) to establish a company or to purchase any shares in a company to acquire all or any part of the Property or any interest in the Property;
- (l) to make any arrangement or to reach any agreement with regard to any claim which he or the Security Trustee may think fit;
- (m) to carry out all repairs, renewals and improvements to the Property as he shall think fit;
- (n) to bring or defend any proceedings in the name of the Chargor as the case may be in relation to the Property as the Receiver shall think fit;
- (o) to exercise on behalf of the Chargor all or any of the powers given to landlords or tenants (as the case may be) by the Landlord and Tenants Act 1927 to 1988 in respect of the Property but without incurring any liability in respect of the powers so exercised;

- (p) to do all such other acts and things as may be considered by the Receiver to be incidental to or necessary for any of the powers contained in this Charge or otherwise to preserve, improve or sell the Property; and

7.6.7 the Receiver shall not be authorised to exercise any of the powers set out in this Charge if and to the extent that the Security Trustee shall in writing have excluded them, whether when appointing the Receiver or subsequently.

7.7 All of the powers of the Receiver under this Charge may be exercised by the Security Trustee at any time after the Security Trustee has demanded repayment of the Secured Obligations whether as attorney of the Chargor or otherwise, and whether or not a Receiver has been appointed.

7.8 The rights of the Security Trustee and any Receiver may be exercised as often as necessary are cumulative and are in addition to their respective rights under general law and may be waived only in writing and specifically. Delay in the exercise or non-exercise of any right shall not be a waiver of that right.

## 8. **CERTIFICATE OF SUMS DUE**

A certificate by a director, officer or manager of the Security Trustee as to the money or liabilities for the time being due or incurred to it or any Senior Creditor by the Chargor shall be conclusive evidence against the Chargor in any legal proceedings in the absence of manifest error.

## 9. **CONTINUING SECURITY**

9.1 The security created by this Charge shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or part of the Secured Obligations but shall be a continuing security for all the Secured Obligations.

9.2 The security created by this Charge shall be in addition to and shall not in any way be prejudiced or affected by any collateral or other Security now or hereafter held or judgement or order obtained by the Security Trustee or any Senior Creditor for all or any part of the Secured Obligations or the omission of the Security Trustee or any Senior Creditor to claim payment from the Chargor or any other person nor shall such collateral or other Security, judgement or order or any lien to which the Security Trustee or any Senior Creditor may otherwise be entitled (including any Security prior to the date of this Charge) or the liability of any person not party hereto for all or any part of the Secured Obligations be in any way prejudiced or affected by this Charge.

## 10. **FURTHER ASSURANCE**

The Chargor shall upon demand execute any document or do any act or thing which the Security Trustee may reasonably specify (and in such form as the Security Trustee may reasonably require) with a view to:

- 10.1 perfecting or improving any security created or intended to be created by this Charge or (upon such security becoming enforceable) which the Security Trustee or a Receiver may specify with a view to facilitating the exercise or the proposed exercise of any of their powers in this Charge;
- 10.2 confer on the Security Trustee security over any property or assets of the Chargor located in any jurisdiction outside England and Wales equivalent or similar to the security intended to be conferred by or pursuant to this Deed; and/or
- 10.3 after the security created by this Deed has become enforceable pursuant to Clause 7 facilitate the realisation of the assets.

## 11. **LAND REGISTRY**

### 11.1 **Request to the Land Registry**

The Chargor hereby applies to the Chief Land Registrar for registration against the registered title of the following restriction:

“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 • 2013 in favour of Bank of Scotland plc referred to in the charges register or their conveyancers.”

### 11.2 **Further advances**

If any Senior Creditor is obliged to make further advances under the Finance Documents, that obligation is deemed to be incorporated in this Charge and, where the whole or part of the Property is registered at the Land Registry, the Chargor applies to the Chief Land Registrar for the registration against the registered title of the Property of a note that the Security Trustee is under an obligation to make further advances to the Chargor.

## 12. **NOTICES**

Any communication to be made under or in connection with this Charge shall be made in accordance with Clause 34 of the Facility Agreement.

## 13. **THIRD PARTIES**

Unless expressly provided to the contrary in this Charge, a person who is not a party to this Charge or a Senior Creditor may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

## 14. **PERPETUITY PERIOD**

The perpetuity period for the trusts in this Charge is 80 years.

## 15. **FINANCIAL COLLATERAL**

### 15.1 **Right to appropriate**

To the extent that the Property constitutes "financial collateral" and this Charge and the obligations of the Chargor constitute a "security financial collateral arrangement" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226) (the "**Regulations**")) the Security Trustee shall have the right after the security created by this Charge has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations.

### 15.2 **Value of financial collateral**

For the purpose of Clause 15.1 (*Right to appropriate*), the value of the financial collateral appropriated shall be such amount as the Security Trustee reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it and the Chargor agrees that the method of valuation provided for in this Charge shall constitute a commercially reasonable method of valuation for the purposes of the Regulations.

## 16. **STAMP DUTY**

The Chargor shall pay all stamp duties and other similar taxes or duties payable on or arising out of or in consequence of:

16.1 the creation of the security constituted by this Charge; and

16.2 the execution and delivery of this Charge and any documents executed pursuant hereto.



## 17. COUNTERPARTS

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

## 18. GOVERNING LAW AND JURISDICTION

### 18.1 Governing law

This Charge and any non-contractual obligations arising out of or in relation to this charge shall be governed by, and construed in accordance with, the laws of England.

### 18.2 Jurisdiction

18.2.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Charge (including claims for set-off and counterclaims), including without limitation, disputes arising out of or in connection with:

- (a) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by this Charge; and
- (b) any non-contractual obligations arising out of or in connection with this Charge (a “Dispute”).

18.2.2 Each party irrevocably submits to the jurisdiction of the English courts to settle Disputes waives any objection to the exercise of such jurisdiction.

18.2.3 This Clause 18.2 (*Jurisdiction*) is for the benefit of the Senior Creditors only. As a result, no Senior Creditor shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Senior Creditors may take concurrent proceedings in any number of jurisdictions.

IN WITNESS WHEREOF this Charge has been executed as a deed on the date stated at the beginning of this Charge.

### Chargor

EXECUTED as a deed )  
by CALA MANAGEMENT LIMITED )  
acting by two Directors )

..... Director/Attorney

MARK TWINE ..... Full Name

..... Director/Attorney

JONATHAN COOK ..... Full Name

### Security Trustee

EXECUTED by  
BANK OF SCOTLAND PLC  
as Security Trustee  
by

..... Attorney

in the presence of this witness:

..... Witness

..... Full Name

..... Address

.....