

MR01

Particulars of a charge

532408/13
IRIS Laserform

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

You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

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

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument. Use form MR01

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

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

☐ You **must** enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record.



A03

A20F1B5L

31/12/2013

#120

1 Company details

Company number
Company name in full

For official use

→ **Filling in this form**
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date

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

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

Name

Name

Name

Name

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

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

MR01

Particulars of a charge

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

Continuation page

Please use a continuation page if you need to enter more details.

Description

All that freehold property known as Unit 30, Moorside Road, Winchester SO23 7RX registered at the Land Registry with title number HP741522.

5

Fixed charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

Negative Pledge

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

☒ Yes

☐ No

MR01

Particulars of a charge

8

Trustee statement ①

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

☐

① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X Macfarlanes LLP

X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name SANT/636562/26376106

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX DX No: 138 Chancery Lane

Telephone +44 (0)20 7831 9222



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

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

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



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 30987

Charge code: SC03 0987 0037

The Registrar of Companies for Scotland hereby certifies that a charge dated 20th December 2013 and created by BARCLAY & MATHIESON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st December 2013.

Given at Companies House, Edinburgh on 7th January 2014



Companies House



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

SAVE FOR MATERIAL REDACTED PURSUANT TO S.85(9)
COMPANIES ACT 2006, THIS COPY INSTRUMENT IS
CERTIFIED TO BE A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.

Macfarlanes LLP
DATE: 27/12/13
MACFARLANES LLP
20 CURSITOR STREET
LONDON EC4A 1LT

LEGAL CHARGE

relating to property at
Unit 30, Moorside Road, Winchester SO23
7RX

BARCLAY & MATHIESON LIMITED

and

BUTTERFIELD BANK (UK) LIMITED

Form of charge filed at HM Land Registry under reference []

Contents

1.	Definitions and interpretation	1
2.	Covenant to pay	1
3.	Security	1
4.	The Rental Notice	2
5.	Further assurances	2
6.	Further advances	3
7.	Negative pledge	3
8.	Deposit of title deeds	3
9.	Representation and warranties	4
10.	Covenants by the Borrower	6
11.	Insurance	8
12.	Leases	10
13.	Environmental matters	12
14.	Power to remedy	12
15.	Enforcement Events	13
16.	Acceleration	14
17.	Enforcement	14
18.	Powers of leasing	15
19.	Appointment and powers of Receiver	15
20.	Application of proceeds	17
21.	Indemnities	18
22.	Change in circumstances	18
23.	Lender and Receiver's liability	19
24.	Protection of third parties	19
25.	Power of attorney	19
26.	Opening a new account	20
27.	Costs and expenses	20
28.	Continuing security and conditional discharge	21
29.	Set off	22
30.	Notices	22
31.	Transfers	23
32.	Severability	23
33.	Conflict with other documents	23
34.	Miscellaneous	23
35.	Law and jurisdiction	24
36.	Consumer credit legislation	24
37.	Unregistered land	25
38.	Registered land	25
39.	Incorporation of schedules	25
40.	The Contracts (Rights of Third Parties) Act 1999 (RTP Act)	25
41.	Execution as a deed	25

Schedule 1

Definitions and interpretation	26
1. Definitions	26
2. Interpretation	30

Schedule 2

Property	32
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DATE: 20 DECEMBER 2013

PARTIES:

- (1) **BARCLAY & MATHIESON LIMITED** (registered in Scotland under number SC030987) whose principal place of business is at Shieldhall Works, 180 Hardgate Road, Glasgow, Scotland G51 4TB (**Borrower**); and
- (2) **BUTTERFIELD BANK (UK) LIMITED** (registered in England and Wales under number 00338594) whose registered office is at 99 Gresham Street, London EC2V 7NG (**Lender**).

1. Definitions and interpretation

The definitions and interpretative provisions in Schedule 1 apply to this Charge.

2. Covenant to pay

- 2.1 The Borrower covenants with the Lender that the Borrower will pay to the Lender or discharge all Secured Liabilities immediately on demand by the Lender.
- 2.2 If the Borrower fails to pay to the Lender or to discharge any Secured Liability for which it is liable when due the Borrower shall pay to the Lender on demand Interest on such Secured Liability until payment or discharge on the following basis:
 - 2.2.1 in the case of Expenses from the date on which the relevant Expense was incurred; and
 - 2.2.2 in the case of any other Secured Liability from the date on which the Secured Liability became due.

3. Security

- 3.1 The Borrower charges to the Lender with Full Title Guarantee as continuing security for the payment and discharge of the Secured Liabilities:
 - 3.1.1 by way of legal mortgage, the Property and the proceeds of sale lease or other disposition of the Property;
 - 3.1.2 by way of first fixed charge all the plant machinery and fixtures and fittings of the Borrower at the Property, present and future;
 - 3.1.3 by way of first fixed charge all furniture furnishings equipment tools and other chattels of the Borrower at the Property, present and future, not regularly disposed of in the ordinary course of business;
 - 3.1.4 by way of first fixed charge all the goodwill affecting the Property and the Charged Assets, present and future;
 - 3.1.5 by way of equitable assignment, the Rental Income; and
 - 3.1.6 by way of first fixed charge, all Rental Income which remains vested in the Borrower after the assignment specified in clause 3.1.5.

3.2 As further security for the payment and repayment of the Secured Liabilities the Borrower with Full Title Guarantee assigns to the Lender:

- 3.2.1 the benefit to the Borrower of all rights and claims to which the Borrower is now or in the future becomes entitled in relation to the Property;
- 3.2.2 the benefit of any and all policies of Insurance and of all rights and claims to which the Borrower is now or may in the future become entitled in connection with them or the proceeds of any claim under such policies;
- 3.2.3 the benefit of each of the personal covenants given or contained in any Lease and any guarantees given in respect of Rental Income or performance and observance of the tenant's covenants contained in any Lease;
- 3.2.4 the benefit of the guarantees warranties and representations given or made by and any rights or remedies against all or any of the architects quantity surveyors and consulting engineers suppliers and manufacturers and other professionals and persons now or at any time appointed or engaged in respect of the Property including the right to prosecute in the name of the Borrower any proceedings against such persons in respect of such matters and the benefit of all sums recovered in any proceedings against all or any such persons; and
- 3.2.5 all rights of copyright (which are vested in the Borrower from time to time) in any plans and specifications prepared in connection with the Property together with any express or implied licence of the Borrower to use any such plans and specifications the copyright of which is not vested in the Borrower,

provided that nothing in this clause 3.2 shall constitute the Lender as a mortgagee in possession.

4. The Rental Notice

The Borrower will when called to do so by the Lender give the Rental Notice to each of the Occupiers and shall use its reasonable endeavours to ensure that:

- 4.1 the Occupiers shall immediately return the Rental Acknowledgement; and
- 4.2 from service of the Rental Notice Rental Income is paid directly from each Occupier to the Lender.

5. Further assurances

The Borrower shall at any time if so required by the Lender at the expense of the Borrower promptly and duly execute and deliver to the Lender any and all such further instruments and documents as the Lender may in its discretion deem necessary and/or desirable in obtaining the full benefits of the rights and powers granted by this Charge.

6. Further advances

- 6.1 This Charge is intended to secure further advances.
- 6.2 The Borrower hereby applies to the Land Registry for a note to be entered on the Borrower's title to the Property to the effect that the Lender is under an obligation to make further advances.
- 6.3 The Lender agrees to make further advances as provided for in but subject to the terms and conditions specified in any Facility Documents but not otherwise.

7. Negative pledge

The Borrower shall not without the prior written consent of the Lender:

- 7.1 create or permit to subsist or arise any Encumbrance or any right or option on the Property or any part thereof or on any of the other Charged Assets other than in connection with the Global Restructuring where such Encumbrance or right or option on the Property or any part thereof or any of the other Charged Assets is subordinated to the security created by this Charge;
- 7.2 sell convey assign or transfer the Charged Assets or any interest in the whole or any part of the Charged Assets or otherwise part with or dispose of any interest in the whole or any part of the Charged Assets or assign or otherwise dispose of any monies payable to the Borrower in relation to the Charged Assets or agree to do any of the foregoing;
- 7.3 part with or share possession or occupation of the Property or any part of it or grant any Lease of the Property or agree to do any of the foregoing;
- 7.4 permit or agree to any variation of the rights attaching to the whole or any part of the Property;
- 7.5 do cause or permit to be done anything which may in the opinion of the Lender in any way depreciate or jeopardise or otherwise prejudice the value to the Lender of the whole or any part of the Charged Assets; or
- 7.6 compound release exchange set off grant time or indulgence in respect of or otherwise deal with any of the Rental Income charged to the Lender under this Charge or do anything whereby the recovery of the Rental Income may be impeded delayed or prevented and the Borrower shall enforce its rights in respect of the same.

8. Deposit of title deeds

The Borrower shall deposit with the Lender and during the continuance of this security the Lender shall be entitled to hold all deeds and documents of title relating to the Charged Assets including (if required by the Lender) all policies of insurance in relation to the Property.

9. Representation and warranties

In relation to the Property

- 9.1 The Borrower represents and warrants to the Lender (and such representations and warranties shall be deemed to be repeated on each day until all Secured Liabilities are fully and unconditionally paid or discharged) that:
- 9.1.1 it is the legal and beneficial owner of the Property;
 - 9.1.2 there subsists no breach of any Act, which would or may materially and adversely affect the value of the Property;
 - 9.1.3 there are no covenants agreements stipulations reservations conditions interests rights or other matters whatsoever which materially and adversely affect the Property;
 - 9.1.4 nothing has arisen or has been created or is subsisting which would be an overriding interest over the Property (save for the Leases granted prior to the date of this Charge or granted hereafter with the prior consent of the Lender pursuant to clause 7 of this Charge);
 - 9.1.5 no facility necessary for the enjoyment and use of the Property is enjoyed on terms entitling any person to terminate or curtail its use;
 - 9.1.6 it has not received notice of any adverse claim by any person in respect of the ownership of the Property or any interest in it, nor has any acknowledgement been given to any person in respect of the Property; and
 - 9.1.7 no waste or noxious offensive or dangerous substance has been used disposed of produced stored or deposited under on or in or emitted from the Property.

In relation to the Borrower

- 9.2 The Borrower represents and warrants to the Lender (and such representations and warranties shall be deemed to be repeated on each day until all Secured Liabilities are fully and unconditionally paid or discharged) that:
- 9.2.1 the Borrower has disclosed to the Lender all information that the Borrower knows or reasonably ought to know would influence the Lender in entering into this Charge and/or extending and allowing the Secured Liabilities to remain outstanding and the Borrower hereby warrants that all representations and warranties made by the Borrower to the Lender or its advisers in relation to the Property and in relation to this Charge are true and accurate and that all expressions of opinion are accurate expressions of opinion and all information and opinions are given after a sufficient amount of research and investigation;
 - 9.2.2 the Borrower is duly incorporated and validly existing under the laws of its jurisdiction and is fully qualified and empowered to own its assets and carry out its business;

- 9.2.3 where the Borrower is not incorporated within England and Wales, the Borrower is not an overseas company under Part 34 of the Companies Act 2006 and accordingly this Charge does not need to be registered under Part 3 of the Overseas Companies (Execution of Documents and Registration of Charges) Regulations 2009;
- 9.2.4 the Borrower has power to enter into this Charge and to exercise its rights and perform its obligations under this Charge and has taken all necessary corporate and other action to authorise the execution delivery and performance of this Charge;
- 9.2.5 all acts conditions authorisations and other things required to be done fulfilled and performed by the Borrower in order to enable the Borrower to lawfully enter into, exercise its right under and perform and comply with the obligations in this Charge have been done fulfilled and performed and are in full force and effect;
- 9.2.6 the Borrower has not taken any corporate action nor have any steps been taken or legal proceedings been started or threatened against the Borrower in relation to an Insolvency Event;
- 9.2.7 the Borrower does not require the consent approval or authority of any other person to enter into or perform its obligations under this Charge and its entry in and performance of this Charge will not:
 - 9.2.7.1 constitute a breach of or default under any contractual governmental or public obligation binding on the Borrower;
 - 9.2.7.2 be in conflict with the constitutional documents of the Borrower; or
 - 9.2.7.3 result in the creation or imposition of (or enforcement of) any Encumbrance other than (i) this Charge, and (ii) any Encumbrance created in connection with the Global Restructuring that is subordinated to the Charge;
- 9.2.8 no actions arbitration or administrative proceeding on or before any court tribunal or agency is current pending or threatened which might if adversely determined have a material and adverse effect in relation to the Borrower;
- 9.2.9 the Borrower will not be required to make any deduction or withholding from any payment to be made under this Charge; and
- 9.2.10 the Borrower is not aware of any facts or circumstances that have not been disclosed to the Lender which might have a material adverse effect in relation to the Lender.

10. Covenants by the Borrower

The Borrower covenants with the Lender at all times during the continuance of this security:

Repair

- 10.1 to keep the buildings installations and structures (whether fully built or in course of construction) and all fixtures and fittings and other erections from time to time upon the Property (including the other Charged Assets) in good and substantial repair and condition and, when necessary, rebuilt and renewed and to keep the Property fully protected from damage or deterioration as a result of weather or malicious damage or any other cause and to replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value;

Outgoings

- 10.2 to pay when due all rents rent charges (if any) rates taxes charges duties assessments impositions and other outgoings whatsoever charged assessed levied or imposed upon the Property or upon the owner or occupier thereof or payable in respect of the Property;

Covenants and stipulations

- 10.3 to perform and observe all covenants restrictions stipulations provisions regulations and conditions affecting the Property or the use or enjoyment of it;

Leasehold property obligations

- 10.4 if the Property is leasehold:
- 10.4.1 to perform and observe all covenants and conditions contained in the Lease to be performed and observed by the lessee;
 - 10.4.2 to enforce the due observance and performance of all parties to the Lease;
 - 10.4.3 not to waive release or vary any terms of the Lease or apply for any consent or licence under the Lease or conclude any rent review without, in each case, the consent of the Lender; and
 - 10.4.4 to inform the Lender immediately in writing of any notice received under section 146 of the LPA or any proceedings commenced in relation to forfeiture of the Lease or any superior lease or if the landlord or any superior landlord shall attempt to re-enter under the provisions of the Lease or any superior lease,

and at the request of the Lender (but the expense of the Borrower) to take such steps as the Lender in its absolute discretion may require;

Alterations

- 10.5 not to do in or upon the Property any waste spoil or destruction or, without prior written consent of the Lender (which shall not be unreasonably withheld or

delayed), make any alteration or addition to the Property. If the Lender gives consent, the Lender shall without delay carry out the relevant works to the satisfaction of the Lender in accordance with the provisions and conditions of the consent. The Borrower shall not sever affix or remove any of the fixtures or plant or machinery on the Property except for the purposes of effecting any necessary repair or replacing the same with new and improved models;

- 10.6 not without the prior consent in writing of the Lender to change the use of the Property within the meaning of the Planning Acts;

Development

- 10.7 where at the date of this Charge or at any time during the continuance of this security the Property or any part of it is intended to be developed or is in the course of development, to proceed diligently and to the satisfaction of the Lender and any relevant Authority with such development in all respects in conformity with the planning and byelaw consents relating to the development and to produce all plans and specifications in relation to such development to the Lender for approval and not to amend such plans and specifications;

Planning

- 10.8 to comply in all respects with the Planning Acts and all licences consents permissions or conditions granted or imposed under the Planning Acts;
- 10.9 not to make any application for planning permission and not to enter into or agree to enter into any agreement under section 106 of the Town and Country Planning Act 1990 or section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or section 38 of the Highways Act 1980 or any similar Act both without the prior consent of the Lender which shall not be unreasonably withheld or delayed;
- 10.10 not to implement any planning permission until it has been acknowledged by the Lender to be acceptable to it (such acknowledgement not to be unreasonably withheld or delayed) and the Borrower covenants with the Lender that he has not prior to the date of this Charge carried out or permitted to be carried out any development within the meaning of the Planning Acts upon the Property in respect of which any requisite permission has not been obtained and that all conditions subject to which such permissions have been granted have been duly complied with;
- 10.11 to comply with the requirements of any valid enforcement notice or other notice or order (whether issued under the Planning Acts or any other Act) within such time as may be specified in the notice or order or if no time is specified within such period as may be required by the Lender;
- 10.12 to give full particulars to the Lender immediately on receipt by the Borrower of any notice order direction proposal for a notice or order or other matter relating to or likely to affect the Property or any part of the Property made given or issued by the Borrower or by any Authority including any planning authority. If required by the Lender, the Borrower will produce the notice to the Lender and, without delay, take all necessary steps to comply with the same. The Borrower will join with the Lender (if required by the Lender to do so at the cost of the Borrower) in making

any representations or appeals as the Lender may deem fit in respect of the relevant notice;

- 10.13 not, without the prior consent in writing of the Lender, to enter into any negotiations concerning matters contained in the notice with an Authority with regard to, or consent to, the acquisition of the Property or any part of it. If so requested by the Lender, the Borrower will permit the Lender or its servants or agents to conduct such negotiations or give any such consent on the Borrower's behalf and to pay to the Lender in reduction of the Secured Liabilities any compensation received as a result of any such notice;

Right of entry

- 10.14 to permit representatives of the Lender with or without workmen or others to enter the Property at all reasonable times and on reasonable prior notice (save in case of emergency then no notice shall be required) to view the state of repair and condition of the Property;

Notices

- 10.15 immediately on receipt, to produce to the Lender a copy of any notice order direction permission or proposal affecting the Property or its use or value and to comply immediately with the terms thereof or if the Lender so requires or approves and at the Borrower's cost to make such objections and representations against or in respect of such notice order proposal permission or consent as aforesaid as the Lender may require;

Information

- 10.16 on request to produce to or provide for the Lender such documents or information relating to the Property or its development as the Lender may require;

Acts

- 10.17 to comply with all Acts and requirements of any relevant Authority and approvals licences or consents in relation to the Property or its use or enjoyment; and

Value added tax

- 10.18 where such an election has not been made prior to the date of this Charge not without the written consent of the Lender make an election pursuant to paragraph 2 of schedule 10 to the Value Added Tax Act 1994 in relation to land and/or buildings comprising the Property or not without prior written consent of the Lender to revoke any election made prior to the date of this Charge.

11. Insurance

- 11.1 **Insured Risks** means risk of loss or damage by fire storm tempest flood lightning earthquake explosion aircraft or other aerial devices articles dropped from such devices riot civil commotion malicious damage impact terrorism bursting and overflowing of water tanks apparatus and pipes and damage by or resulting from vehicular impact subsidence all other risks as the Borrower may be required to insure against under any Lease or other obligation and such other risks as the Lender may require.

11.2 The Borrower undertakes:

- 11.2.1 to insure and keep insured the Property and the plant and machinery on the Property including fixtures and improvements against the Insured Risks on a full reinstatement basis including without limitation site clearance shoring up demolition rebuilding and reinstatement professional fees and not less than three years' loss of rent (or for such longer period as the Lender shall require) and income from the Property;
- 11.2.2 to maintain Insurances against risks and liabilities to employees residents and third parties and contingencies arising under any Act or at common law (and in such amounts) as the Lender may require;
- 11.2.3 to maintain such Insurances as a prudent company in the same business as the Borrower would effect;
- 11.2.4 to effect the Insurances in an office or with an underwriter approved by the Lender (such approval not to be unreasonably withheld or delayed) either in the joint names of the Borrower and the Lender or if the Lender agrees with the interest of the Lender endorsed on the policy or policies or noted as the Lender may require;
- 11.2.5 to promptly pay all premiums and other expenses incurred in effecting and maintaining the Insurances;
- 11.2.6 to notify the Lender of and comply with all the insurer's requirements and recommendations;
- 11.2.7 to immediately give notice to the Lender of any occurrence which gives rise or might give rise to a claim under a policy and except with the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed) the Borrower will not agree to settlement of such a claim;
- 11.2.8 to provide and maintain such fire fighting equipment on the Property as the insurer or any relevant Authority may require or recommend;
- 11.2.9 not do or permit anything which may make any policy of insurance void or voidable in whole or in part or increase the premium for any policy; and
- 11.2.10 on demand produce to the Lender the policies of insurance or duplicate copies of the policies (as the Lender may specify) together with receipts for the premiums or if the Lender so requires to deliver the policies of insurance to the Lender for retention.

11.3 The Borrower undertakes to procure that each insurance policy in respect of the Property contains:

- 11.3.1 a standard mortgagee clause whereby the insurance will not be vitiated or avoided as against a mortgagee in the event or as a result of any misrepresentation act or neglect or default by the Borrower or any

Occupier or failure to make a disclosure on the part of the insured party or any circumstances beyond the control of the insured party;

- 11.3.2 terms providing that it will not be invalidated or cancelled so far as the Lender is concerned for failure to pay any premium due or for any other reason without the insurer first giving the Lender not fewer than 14 days' written notice;
 - 11.3.3 terms requiring the insurer not to make payment other than to the Lender without the Lender's consent; and
 - 11.3.4 provisions where the insurer agrees to pay the additional costs involved in any rebuilding if the local authority requires reinstatement to comply with building or other regulations or pursuant to any Act.
- 11.4 The Borrower undertakes to pay the Lender any sum which is not recoverable under an insurance policy by reason of:
- 11.4.1 any act default or omission of the Borrower;
 - 11.4.2 a condition of the policy; or
 - 11.4.3 the imposition by the insurer of an obligation to bear part of an insured loss (commonly called an excess or deductible).
- 11.5 All sums received under an insurance policy effected by the Borrower or payable by the Borrower under clause 11.4 shall be paid to the Lender (and, until payment, held on trust for the Lender) and shall be applied (at the discretion of the Lender) either in making good (or recouping expenditure incurred in making good) the Property or (if the Lender in its absolute discretion so elects) in or towards payment of the Secured Liabilities.
- 11.6 If the Borrower fails duly to perform its obligations as to insurance, the Lender may insure and keep insured the Property in whatever sum and against whatever risks it deems appropriate (and effect such other insurances as it sees fit) and take any other action as it may deem appropriate to remedy any failure and recover the premiums and other expenses so incurred from the Borrower on demand and the proceeds of any such insurance may be applied as provided in clause 11.5.

12. Leases

- 12.1 The Borrower's powers of leasing and accepting surrenders of leases contained in sections 99 and 100 of the LPA shall not apply.
- 12.2 The Borrower shall manage the Property and any person occupying the whole or any part of the Property under any Lease in accordance with the provisions of good estate management and in any manner that the Lender may in its discretion require and in accordance with the terms of the relevant Leases.

- 12.3 The Borrower shall not without the prior consent in writing of the Lender and in accordance with any conditions that may be attached to such consent:
- 12.3.1 grant or vary a Lease or permit any parting with possession or any sharing arrangement of or in respect of the Property or any part of it;
 - 12.3.2 vary modify or release any obligation on the part of an Occupier;
 - 12.3.3 grant any consent under any Lease including a consent to an assignment or underletting;
 - 12.3.4 accept or agree to accept any surrender of a Lease;
 - 12.3.5 forfeit any Lease;
 - 12.3.6 serve any notice on any Occupier or former tenant or guarantor or any other relevant person under any Lease;
 - 12.3.7 agree the amount of any rent on a review or otherwise without the prior consent in writing of the Lender such consent not to be unreasonably withheld. If such rent is determined by a third party the Borrower will procure that such third party is made fully aware of any representations made by the Lender; and
 - 12.3.8 agree the terms of any renewal lease or the amount of any interim rent payable under section 24A of the Landlord and Tenant Act 1954. If the terms of such renewal lease are determined by the courts, the Borrower shall make such representations to the court as the Lender shall require.
- 12.4 Without prejudice to clause 12.3, the Borrower shall procure that no person shall be or become entitled without the consent of the Lender to assert any proprietary or other title right or interest which might affect the value of the Property.
- 12.5 If consent is given by the Lender for the grant of any Lease of the Property under clause 12.3 to deliver to the Lender for retention by the Lender during the existence of this Charge a duly completed counterpart of that Lease.
- 12.6 With respect to any Lease of the Property granted to or held by an Occupier and without prejudice to any other provision of this Charge the Borrower hereby covenants to:
- 12.6.1 observe and perform the covenants and conditions on the part of the lessor contained in that Lease;
 - 12.6.2 enforce against the Occupier the covenants and conditions to be observed by the lessee;
 - 12.6.3 notify the Lender as soon as reasonably practicable after the same has been brought to the Borrower's attention or the Borrower discovers the occurrence of the same details of any material breach of any Lease or of any matter or event under or by reason of which the Lease has or may become subject to determination or forfeiture and if so reasonably required to bring proceedings against the tenant under the Lease.

13. Environmental matters

The Borrower covenants with the Lender:

- 13.1 that during the continuance of this security the Borrower shall at all times acquire and maintain (and procure that all Occupiers shall acquire and maintain) all relevant Environmental Licences required by its ownership and the use or occupation of the Property and for the conduct of any business and will comply with all terms and conditions relating to the Environmental Licences and will not do or permit any act or omission whereby any such Environmental Licence would be liable to be prejudiced varied or revoked;
- 13.2 that during the continuance of this security the Borrower shall comply in all respects and shall procure compliance by all Occupiers with all applicable Environmental Laws; and
- 13.3 to notify the Lender promptly upon receipt of any Environmental Claim and immediately on becoming aware of any potential Environmental Claim.

14. Power to remedy

- 14.1 If any building operations on the Property are not carried out in a proper and workmanlike manner and with diligent progress to the satisfaction of the Lender or its surveyor the Lender may (but shall not be under any obligation so to do) serve a written notice on the Borrower advising it of such failure and the Borrower shall have such period as the Lender may deem appropriate to remedy the same failing which:
 - 14.1.1 the Borrower shall if required by written notice from the Lender immediately (insofar as the Borrower has not already done so as provided in clause 3) assign to the Lender or as it may direct all the benefit and interest of the Borrower in any building contract subcontract appointment of professional advisers and such other contracts or agreements as the Borrower may have relating to such building operations and will take or procure such action as is necessary or desirable to provide the Lender or the nominee of the Lender as aforesaid with privity of contract with such parties or contractors with whom the Borrower may have privity of contract and take all such other steps as the Lender may require to enable the Lender to procure the completion of the said building operations; and
 - 14.1.2 the Borrower shall permit the Lender at the Borrower's cost to complete or procure the completion of the building operations,

in both cases with power for the Lender and any persons authorised by the Lender to enter upon the Property for any of the above purposes without thereby becoming a mortgagee in possession.
- 14.2 If the Borrower fails to perform or observe any covenant or condition on its part contained in this Charge, it shall be lawful for but not obligatory upon the Lender in order to make good such failure in whole or in part and at the Borrower's cost:
 - 14.2.1 to enter upon the Property and effect such repairs and other works thereon as the Lender considers necessary;

- 14.2.2 to take such steps, give such notices, execute such works and do such things as the Lender 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 or its value;
- 14.2.3 to insure and keep insured the Charged Assets in such amount and in such manner as the Lender considers necessary; and/or
- 14.2.4 to admit settle liquidate compound or contest in such manner as the Lender thinks fit any claim or liabilities in relation to the Charged Assets whether or not the Lender is expressly indemnified in this Charge against the same and to make such payments and expend or debit on account such monies as the Lender considers necessary in that behalf but without thereby becoming a mortgagee in possession.

15. Enforcement Events

- 15.1 The Secured Liabilities shall immediately become due and payable on demand on the occurrence of any of the following events:
 - 15.1.1 if the Borrower fails to pay in full on the due date any sum due from the Borrower pursuant to this Charge and in the manner specified in this Charge;
 - 15.1.2 if the Borrower fails to duly perform or comply with any other obligation expressed to be assumed by it in any of the Facility Documents;
 - 15.1.3 if, at any time, the Borrower shall be in breach of any representation warranty or statement given in any Facility Document (or in any notice or other document certificate or statement delivered by the Borrower pursuant to or in connection with the Facility Documents) or if any representation warranty or statement is or proves to have been incorrect or misleading when made or when deemed to have been made;
 - 15.1.4 if the Borrower shall request the Lender to appoint a Receiver over the Property;
 - 15.1.5 if an Insolvency Event shall have occurred;
 - 15.1.6 if the Borrower ceases to carry on the business it carries on at the date hereof or enters into any new or unrelated business;
 - 15.1.7 if there is any change in the persons exercising effective ownership and/or control of the administration and activities of the Borrower, save for any change which may occur as a result of the ongoing Global Restructuring or Completion of the Global Restructuring in accordance with the GR Term Sheets;
 - 15.1.8 if any other event shall occur which has been agreed by the Borrower and the Lender (either in the Facility Documents or otherwise) as an event upon the occurrence of which this or any security for all or any of the Secured Liabilities shall be enforceable;

- 15.1.9 if any Indebtedness of the Borrower is not paid when due or if any Indebtedness of the Borrower is declared to be or otherwise becomes due and payable before its specified maturity or any creditor or creditors of the Borrower become entitled to declare any Indebtedness of the Borrower due and payable before its specified maturity; or
- 15.1.10 if circumstances shall have arisen which in the opinion of the Lender give grounds for belief that the Borrower may not (or may be unable to) perform and comply with its obligations under any Facility Document.
- 15.2 The Borrower undertakes to inform the Lender immediately on the occurrence of an Enforcement Event or on the occurrence of any event which with the lapse of time or giving of notice would or may constitute an Enforcement Event.

16. Acceleration

On and at any time after the occurrence of an Enforcement Event the Lender in its absolute discretion may by written notice to the Borrower:

- 16.1 declare the Secured Liabilities to be immediately due and payable, together with all accrued Interest and any other sums then owed by the Borrower under any Facility Document to which it is a party and, upon that declaration, such sums shall become immediately due and payable without demand or notice of any kind, all of which are hereby expressly waived by the Borrower;
- 16.2 declare the Secured Liabilities to be due and payable on demand of the Lender; or
- 16.3 declare that any undrawn portion of a facility provided for in any of the Facility Documents is cancelled with immediate effect and the facility available to be drawn shall be reduced to zero with immediate effect.

17. Enforcement

- 17.1 Section 103 and section 93 of the LPA shall not apply to this Charge.
- 17.2 The statutory powers of sale and appointing a Receiver under sections 101 and 109(1) of the LPA (as varied and extended under this Charge) shall arise on the execution of this Charge and shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise at any time after the occurrence of an Enforcement Event.
- 17.3 Each of the Lender and the Receiver may exercise their respective statutory power of sale in respect of the whole or any part of the Property.
- 17.4 At any time after the occurrence of an Enforcement Event, the Lender may procure the transfer of the Property to itself and may settle any accounts so settled and passed will be conclusive and binding on the Borrower.
- 17.5 At any time after the occurrence of an Enforcement Event, the Lender is entitled to appoint an administrator of the Borrower.

18. Powers of leasing

- 18.1 The statutory powers of leasing agreeing to lease and accepting surrenders exercisable by the Lender are hereby extended so as to authorise the Lender whether in the name of the Lender or in that of the Borrower to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Borrower and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender (in its absolute discretion) shall think fit.
- 18.2 The Lender may exercise its powers of leasing without taking possession of the Property but shall only be entitled to exercise them after the occurrence of an Enforcement Event.
- 18.3 The Lender is not obliged to comply with any of the provisions of section 99 and section 100 of the LPA.

19. Appointment and powers of Receiver

- 19.1 At any time after the Secured Liabilities shall become immediately due and payable the Lender may under hand of any officer of the Lender or under seal of the Lender appoint by writing any person or persons (whether an officer of the Lender or not) to be a Receiver of all or any part of the Charged Assets and where more than one Receiver is appointed they may be given power to act either jointly or severally.
- 19.2 The Lender may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- 19.3 The Receiver shall (so far as the law permits) be the agent of the Borrower (who shall be personally liable for his acts defaults omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed under those Acts and in particular shall have power to do the following things:
- 19.3.1 to take possession of collect and get in all or any part of the Charged Assets and for that purpose to take any proceedings as he shall think fit;
- 19.3.2 to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit;
- 19.3.3 for the purpose of exercising any of the rights powers authorities and discretions conferred on him by or pursuant to this Charge or for any other purpose to borrow monies from the Lender or others on the security of the Charged Assets or otherwise on such terms as he may in his absolute discretion think fit;
- 19.3.4 to provide such facilities and services for tenants and generally to manage the Property in such a manner as he shall think fit;

- 19.3.5 if the Property is leasehold to vary the terms of or surrender the Lease and/or to take a new lease of it or of any part of it on such terms as he shall think fit and so that any such new lease shall become charged to the Lender on the terms of this Charge so far as applicable and to execute a formal legal charge over any such new lease in favour of the Lender in such form as the Lender may require;
- 19.3.6 to sell transfer assign let or lease or concur in selling letting or leasing the Property (either by public auction or private contract or otherwise) and/or any other Charged Assets and the grant of any rights over the Property on such terms and conditions and for such consideration including without limitation shares securities or other investments payable at such time or times as he may in his absolute discretion think fit;
- 19.3.7 to vary the terms of terminate grant renew or accept surrenders of Leases in such manner and for such terms with or without a premium or other compensation or consideration including the payment of money to a lessee or tenant on a surrender with such rights relating to other parts of the Property and containing such covenants on the part of the Borrower or otherwise and generally on such terms and conditions as in his absolute discretion he shall think fit;
- 19.3.8 to make allowances and arrangements with any lessee or tenant in respect of any rent and to implement and agree any rent review in respect of the Property and the amount of any interim rent payable pursuant to section 24A of the Landlord and Tenant Act 1954;
- 19.3.9 to make any arrangements or compromise which the Lender or he shall think fit whether in relation to any Lease or to any covenants conditions or restrictions relating to the Property or any of the other Charged Assets or without limitation otherwise;
- 19.3.10 to make and effect all repairs alterations additions or improvements to the Charged Assets and acquire such additional property as he considers to be expedient, and any property so acquired shall form part of the Charged Assets;
- 19.3.11 to enter into bonds covenants commitments guarantees indemnities and like matters and to make all payments needed to effect maintain or satisfy the same;
- 19.3.12 to settle adjust refer to arbitration compromise and arrange any claims accounts disputes questions and demands with or by any person who is or claims to be a creditor of the Borrower or relating in any way to the Property or any of the other Charged Assets;
- 19.3.13 to effect such insurances of or in connection with the Charged Assets as he shall in his absolute discretion think fit;
- 19.3.14 to raise or borrow money from the Lender or any other person to rank for payment in priority to the security constituted by this Charge and

with or without a mortgage or charge on the Property or any of the other Charged Assets;

- 19.3.15 to appoint managers professional or other staff officers agents solicitors architects surveyors quantity surveyors estate agents contractors builders and workmen for any of the purposes in this clause 19 upon such terms as to remuneration or otherwise as he may determine; and
- 19.3.16 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers set out in this Charge and which he lawfully may or can do.

19.4 In making any sale or other disposal of any of the Property or the other Charged Assets in the exercise of their respective powers the Receiver or the Lender may accept, as and by way of consideration for such sale or other disposal cash shares loan capital or other obligations, including without limitation consideration fluctuating according to or dependent upon profit or turnover and where the amount of consideration is to be determined by a third party. Any consideration may be receivable in a lump sum or by instalments. On receipt by the Receiver that consideration shall be and become charged with the payment of the Secured Liabilities. Any contract for any such sale or other disposal by the Receiver or by the Lender may contain conditions excluding or restricting the personal liability of the Receiver or the Lender. Plant machinery and other fixtures may be severed and sold in the exercise of their respective powers by the Receiver or the Lender separately from the premises to which they are attached without any consent being obtained from the Borrower.

19.5 The Lender shall be entitled (but not obliged) to exercise any or all of the powers and rights which a Receiver would have under this Charge on his appointment (whether or not a Receiver is appointed).

20. Application of proceeds

20.1 Any monies received by the Receiver or administrator in the exercise of his powers under this Charge and under general law shall be applied by him as follows and unless otherwise determined by the Lender or the Receiver in the following order of priority:

- 20.1.1 in payment of all costs charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration;
- 20.1.2 in the payment and discharge of any liabilities incurred by the Receiver on the Borrower's behalf in the exercise of any of the powers of the Receiver or incurred by the Lender pursuant to clause 19.5;
- 20.1.3 in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of section 109(8) of the LPA;
- 20.1.4 in or towards payment of any debts or claims which are by statute payable in preference to the Secured Liabilities but only to the extent to which those debts or claims have that preference;
- 20.1.5 in or towards the satisfaction of the Secured Liabilities; and

- 20.1.6 any surplus shall be paid to the Borrower or any other person who may be entitled to it.
- 20.2 Any monies received recovered or realised under the powers conferred under this Charge may, at the discretion of the Lender, be placed in a suspense account and kept there for as long as the Lender thinks fit pending application from time to time of monies in or towards discharge of the Secured Liabilities.
- 20.3 The provision of this clause 20 shall take effect by way of variation and extension to the provisions of section 109 of the LPA, which provisions as so varied and extended shall be deemed incorporated in this Charge.

21. Indemnities

The Borrower covenants with the Lender (and every Receiver attorney manager agent and other person duly appointed by the Lender as provided in this Charge) to keep each of them fully and effectively indemnified from and against all liabilities losses (including consequential losses) costs charges and expenses (including VAT and any other taxes and/or legal fees and other professional fees) caused wholly or partly directly or indirectly by:

- 21.1 any default in payment of the Secured Liabilities;
- 21.2 any breach or non observance or non performance (actual or alleged) of any covenants obligations warranties or undertaking on the part of the Borrower contained in this Charge or the making good of any such actual or alleged breach or non observance or non performance;
- 21.3 the exercise or purported exercise of any rights powers or discretions pursuant to the provisions of this Charge;
- 21.4 the release of any part of the Charged Assets from the security created by this Charge;
- 21.5 any claims actions notices or orders made or brought under any Act or by any Authority with regard to:
 - 21.5.1 the creation or reposition recording or registration of any Encumbrance over the Property securing the reimbursement to or recovery by any third party of any costs expenses or other sums incurred in consequence of a breach contravention or violation of any Environmental Law or the release discharge or emission of any harmful or hazardous material and the redemption removal vacation or discharge of any such Encumbrance;
 - 21.5.2 the making of any Environmental Claim against the Lender and/or any Receiver or other such person(s) or the Borrower in respect of the Property and/or any business operations or activities on the Property.

22. Change in circumstances

The Borrower undertakes to notify the Lender immediately on any change in circumstances that the Borrower knows or ought reasonably to know will influence the Lender in allowing

the Secured Liabilities to remain outstanding including any changes in circumstances in relation to:

- 22.1 the Borrower including any change in the registered office or the location constitution or shareholding of the Borrower;
- 22.2 the Property or any other of the Charged Assets; and
- 22.3 the matters covered by the representations covenants warranties and other provisions of this Charge.

23. Lender and Receiver's liability

- 23.1 In no circumstances shall the Lender and/or any Receiver be liable to account to the Borrower as a mortgagee in possession or otherwise for any monies not actually received unconditionally and irrevocably by the Lender and/or the Receiver.
- 23.2 In no circumstances shall the Lender or any Receiver be liable to the Borrower or any other person for any costs charges losses damages liabilities or expenses arising from or connected with any realisation of the Charged Assets or from any act default omission or misconduct of the Lender or the Receiver or the officers employees or agents of either or both of them in relation to the Charged Assets or in connection with this Charge.

24. Protection of third parties

Any purchaser or any other person dealing with the Lender or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Lender or such Receiver. All the protection to purchasers contained in sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Lender or any Receiver.

25. Power of attorney

- 25.1 The Borrower hereby irrevocably appoints the Lender and any Receiver jointly and also severally the attorney and attorneys of the Borrower, with full power of delegation, for and in the name of and on behalf of the Borrower (and as the act and deed of the Borrower or otherwise) to sign seal deliver and execute as a deed and otherwise perfect any deed assurance agreement instrument or act or sign any notice (including the Rental Notice) which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge.
- 25.2 The Borrower ratifies and confirms (and agrees to ratify and confirm):
 - 25.2.1 all transactions entered into by the Lender and/or any Receiver and/or any delegate of the Lender in the exercise or purported exercise of the respective powers of the Lender or the Receiver under this Charge; and

- 25.2.2 all things done by the Lender and/or any Receiver and/or any delegate of the Lender by virtue of any power of attorney granted under this Charge.
- 25.3 Any power of attorney granted under this Charge (as the Borrower acknowledges) is irrevocable and for value as part of the security constituted by this Charge.
- 25.4 The Borrower appoints the Lender as its authorised agent to make any filings registrations or renewals with the appropriate registrars or authorities as shall be necessary to give effect to any provisions of this Charge.

26. Opening a new account

The Lender shall on receiving notice that the Borrower has encumbered or disposed of the Charged Assets or any part of it or any interest in it be entitled to close any account or accounts of the Borrower and to open a new account or accounts with the Borrower and (without prejudice to any right of the Lender to combine accounts) no money paid into or carried to the credit of any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any such closed account. If the Lender does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Borrower to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Borrower to the Lender when it received such notice.

27. Costs and expenses

- 27.1 The Borrower shall be liable to pay to the Lender, on demand and on a full indemnity basis:
 - 27.1.1 the amount of all costs and expenses (including legal and out of pocket expenses and any value added tax on such costs and expenses) which the Lender and/or any Receiver incurs in connection with:
 - 27.1.1.1 any registration of this Charge;
 - 27.1.1.2 any actual or proposed amendment of or waiver or consent under or in connection with this Charge;
 - 27.1.1.3 any discharge or release of this Charge;
 - 27.1.1.4 the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with, and the enforcement (or attempted enforcement) of, this Charge;
 - 27.1.1.5 remedying or attempting to remedy any default by the Borrower including a default in the payment of insurance premiums;
 - 27.1.1.6 all professional fees including (but not limited to) surveyors fees soil survey fees environmental audits or similar expenditure;

- 27.1.1.7 obtaining payment of the Secured Liabilities; and/or
 - 27.1.1.8 dealing with or obtaining advice about any other matter or question arising out of or in connection with this Charge and any related document; and
- 27.1.2 all other monies paid or payable by the Lender or any Receiver in perfecting or otherwise in connection with this Charge or in respect of the Property or any other of the Charged Assets including (without limitation) all monies expended by the Lender or any Receiver under the terms of this Charge.
- 27.2 All costs expenses and monies for which the Borrower is liable in accordance with clause 27.1 shall be recoverable from the Borrower as a debt and shall form part of the Secured Liabilities.

28. Continuing security and conditional discharge

- 28.1 This security shall not be discharged or affected by:
 - 28.1.1 any time indulgence waiver or consent at any time given to the Borrower or any other person;
 - 28.1.2 any amendment to any of the terms or conditions of or variation in the amount of the Secured Liabilities;
 - 28.1.3 the making or absence of any demand on the Borrower or any other person for payment;
 - 28.1.4 the enforcement or absence of enforcement of any of the Secured Liabilities or any other security guarantee or indemnity;
 - 28.1.5 the release of any security guarantee or indemnity provided for in respect of any of the Secured Liabilities or any other security guarantee or indemnity;
 - 28.1.6 the illegality invalidity or unenforceability of or any defect in the Secured Liabilities or any of the obligations of the Borrower; or
 - ~~28.1.7 any other matter or thing whatsoever other than the discharge of this security as provided in this Charge.~~
- 28.2 This Charge shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Property or the other Charged Assets or to any other property or any other security which the Lender may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged subject to the remaining provisions of this clause 28.
- 28.3 The Lender may at its discretion retain the security created by this Charge for the relevant period notwithstanding any release settlement discharge or arrangement given or made by the Lender.

- 28.4 The **relevant period** for the purposes of this clause 28 means the relevant statutory period, extended by one month, within which any payment or security made to or held by the Lender may be avoided or invalidated under any Act relating to insolvency or analogous circumstances.
- 28.5 If at any time during the relevant period an Insolvency Event occurs in relation to the Borrower, the Lender may retain the whole or any part of the security created by this Charge for such further period as the Lender may in its discretion think fit and such security shall be deemed to have been held and remain held by the Lender as security for the payment to the Lender of the Secured Liabilities.

29. Set off

- 29.1 The Lender may, without notice to the Borrower, apply any credit balance (whether or not then due and in whatever currency) which is at any time held by any office or branch of the Lender for the account of the Borrower in or towards satisfaction of any sum then due and payable from the Borrower under this Charge.
- 29.2 For the purposes of exercising any rights either under this clause 29, or any rights under the general law, the Lender may convert or translate all or any part of such a credit balance into another currency applying a rate which in the Lender's opinion fairly reflects prevailing rates of exchange.
- 29.3 The Lender is not obliged to exercise any of its rights under this clause 29, which shall be without prejudice and in addition to any rights under the general law.
- 29.4 In this clause 29 **rights under the general law** means any right of set-off combination or consolidation of accounts lien or similar right which the Lender has under any applicable law.

30. Notices

- 30.1 All communications to be made under this Charge must be made in writing.
- 30.2 Any notices proceedings or other documents to be served on the Borrower pursuant to this Charge must be addressed to the Borrower, marked for the attention of Alastair MacPhie, or if dispatched by facsimile, to facsimile number 0141 445 6964, or at such other address or facsimile number in England as the Borrower may advise the Lender in writing.
- 30.3 Any notices proceedings or other documents to be served on the Lender pursuant to this Charge must be addressed to the Lender, marked for the attention of David Gwyther at 99 Gresham Street, London EC2V 7NG, or if dispatched by facsimile, to facsimile number 0207 776 6864, or at such other address or facsimile number in England as the Lender may advise the Borrower in writing.
- 30.4 Any notice to the Borrower is deemed to have been given:
- 30.4.1 if posted, on the second Business Day following the day on which it has been dispatched by first class mail, postage prepaid, and will be effective notwithstanding that it may be misdelivered or returned undelivered;

- 30.4.2 if sent by facsimile transmission and received on the day of transmission, during business hours, and if not so received, on the next Business Day during business hours; or
- 30.4.3 if delivered by hand during business hours, at the time of actual delivery or if not, on the next Business Day.
- 30.5 In proving service pursuant to clause 30.4, it will be sufficient to prove that personal delivery was made, or that the envelope containing the communication was correctly addressed and posted, or that a facsimile transmission report or other appropriate evidence was obtained that the facsimile had been transmitted to the addressee.
- 30.6 Any notices demands or other communication to be given by the Lender may be made by any person or firm acting as solicitor or solicitors for the Lender.
- 30.7 Any communication to the Lender is deemed to have been given only on actual receipt by the Lender.

31. Transfers

- 31.1 This Charge is freely assignable or transferable by the Lender.
- 31.2 The Borrower may not assign or transfer any of its obligations under this Charge or enter into any transaction which would result in any of those obligations passing to another person.
- 31.3 The Lender may disclose to any person related to the Lender and/or any person to whom it is proposing to transfer or assign or has transferred or assigned this Charge any information about the Borrower and any person connected or associated with it.

32. Severability

If at any time any one or more of the provisions of this Charge is or becomes illegal invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality validity and enforceability of the remaining provisions of this Charge nor the legality validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

33. Conflict with other documents

If there is any conflict between the provisions of this Charge and any other Facility Document the provisions of the Facility Document shall prevail.

34. Miscellaneous

- 34.1 Any certificate or determination of the Lender as to the amount of the Secured Liabilities (or without limitation) any matter provided for in this Charge shall, in the absence of manifest error, be conclusive and binding on the Borrower.
- 34.2 The Lender's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient.

- 34.3 Any waiver by the Lender of any terms of this Charge, or any consent or approval given by the Lender under it, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

35. Law and jurisdiction

- 35.1 This Charge is governed by and shall be construed in accordance with English law.
- 35.2 The Borrower irrevocably agrees for the exclusive benefit of the Lender that the courts of England shall have jurisdiction to hear and determine any suit action or proceeding and to settle any dispute which may arise out of or in connection with this Charge and for such purposes hereby irrevocably submit to the jurisdiction of such courts.
- 35.3 Nothing contained in this clause 35 shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).
- 35.4 The Borrower irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this clause 35 on the ground of venue or otherwise and agrees not to claim that such courts are not a convenient or appropriate forum.
- 35.5 Where the Borrower is resident in a jurisdiction outside of England and Wales the Borrower irrevocably appoints **STEMCOR HOLDINGS LIMITED** (registered in England and Wales under number 01038435) of Citypoint One, Ropemaker Street, London EC2Y 9ST, with facsimile number 0207 248 3069 as its agent to receive on its behalf in England or Wales service of any proceedings under clauses 35.2 and 35.3 above. Such service shall be deemed to be completed on delivery to such agent (whether or not it is forwarded to and received by the Borrower) and shall be valid until such time as the Lender has received prior written notice from the Borrower that such agent has ceased to act as agent. If for any reason such agent ceases to be able to act as agent or no longer has an address in England or Wales, the Borrower shall forthwith appoint a substitute acceptable to the Lender and deliver to the Lender the new agent's name, address and fax number within England and Wales, failing which the Lender may select a substitute agent to receive on the Borrower's behalf service of any proceedings arising out of or in connection with this charge.

36. Consumer credit legislation

This Charge will not extend or apply to any borrowing regulated by the Consumer Credit Act 1974.

37. Unregistered land

Where the Property is unregistered land the Borrower hereby covenants with the Lender that:

if and so long as the title to the Property or any part thereof is not registered under the Land Registration Act 2002 no person shall during the continuance of this security be registered under the said Act as proprietor of the Property without the consent in writing of the Lender.

38. Registered land

Where the Property is registered land, the Borrower hereby applies to the Land Registry for a restriction in the following terms to be entered on the register of the Borrower's title to the Property:

"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 [] in favour of Butterfield Bank (UK) Limited referred to in the charges register."

39. Incorporation of schedules

The schedules to this Charge form part of the Charge.

40. The Contracts (Rights of Third Parties) Act 1999 (RTP Act)

Excluding the RTP Act

A person who is not a party to this Charge has no right under the RTP Act to enforce any term of this Charge but this does not affect any right or remedy of a third party which exists or is available apart from the RTP Act.

41. Execution as a deed

This document has been executed as a deed but is not delivered until it has been dated.

Schedule 1

Definitions and interpretation

1. Definitions

In this Charge (unless the context otherwise requires or admits) the following words and phrases shall have the following meanings:

Acts	all laws directions regulations codes of practice guidance notes circulars (in case of guidance notes and circulars having the force of law) and the like (whether made in the United Kingdom the European Community or elsewhere and having effect in the United Kingdom) now in force or passed after the date of this Charge.
Authority	any Secretary of State government department local or public authority or statutory undertaking.
Business Day	a day (other than a Saturday or Sunday) on which banks are generally open for business in London.
Charge	this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge.
Charged Assets	the Property and other assets which are charged under clause 3.
Completion of the Global Restructuring	means the date that the Global Restructuring becomes effective.
Encumbrance	any mortgage charge pledge lien assignment hypothecation security interest preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment.
Enforcement Event	any of the events or circumstances described in clause 15.
Environmental Claim	any notice or claim from any person (including, without limitation, any Authority) alleging any breach contravention or violation of any Environmental Law by the Borrower or the existence of any liability arising from any such breach contravention or violation, including, without limitation, liability to conduct, pay for or for damages in respect of any investigation or audit clean up remediation administrative cost or charge or expense, damage to the environment or any natural resource, property loss or damage personal injury or any penalty attaching or relating to the presence

	emission release or leak of any harmful or hazardous material in or to the environment.
Environmental Laws	all Acts concerning the protection of the environment human health or working conditions, including without limitation the conservation of natural resources, the production storage transportation treatment recycling or disposal of any waste or any noxious offensive or dangerous substance or the liability of any person whether civil or criminal for any damage to or pollution of the environment or the rectification thereof or any related matters.
Environmental Licence	any permit licence authorisation consent or other approval required by any Environmental Law.
Expenses	all interest commission fees and legal and other costs charges and expenses including VAT which the Lender or any Receiver may charge or incur as specified in clause 27.
Facility Documents	any facility letter or loan agreement or other document relating to some or all of the Secured Liabilities together with this Charge and any other security document entered into by any person from time to time creating an Encumbrance directly or indirectly for the obligations of the Borrower in relation to the Secured Liabilities.
Full Title Guarantee	has the meaning given by the Law of Property (Miscellaneous Provisions) Act 1994.
Global Restructuring	the restructuring of the financial indebtedness of Stemcor Holdings Limited's group as set out in the GR Term Sheets and to be implemented principally via interconditional schemes of arrangement of Stemcor Trade Finance Limited and Stemcor (S.E.A.) Pte. Ltd. under Part 26 of the Companies Act 2006.
GR Term Sheets	<p>means the term sheets for the Global Restructuring, comprising term sheets for:</p> <p>(a) A term loan facility (in the form dated 28 November 2013);</p> <p>(b) The TFBB Facilities (in the form dated 24 November 2013);</p> <p>(c) Common terms for the restructured facilities (in the form dated 4 December 2013);</p> <p>(d) An equity fee arrangement (in the form dated 11 November 2013).</p>

Indebtedness

any obligation of any person from time to time (present or future, actual or contingent, as principal or surety or otherwise) for the payment or repayment of money.

Insolvency Event

in relation to the Borrower means:

1. the Borrower is deemed unable to pay its debts as they fall due, admits its inability to pay its debts as they fall due or commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of, or a composition with, its creditors;
2. the Borrower takes any corporate action or other steps are taken or legal proceedings are started for its winding up dissolution or reorganisation or for the appointment of a receiver manager administrator administrative receiver trustee or similar officer of it or of any or all of its revenues and assets or distress is executed against or an encumbrancer takes possession of any part of its revenues or assets; or
3. a step shall have been taken inside or outside the United Kingdom which is similar or analogous to any of the foregoing or the Lender shall have reasonable grounds for believing that any of the foregoing is imminent

provided that, should this Charge be entered into prior to Completion of the Global Restructuring, no Insolvency Event shall occur as a result of the ongoing Global Restructuring or Completion of the Global Restructuring in accordance with the GR Term Sheets.

Insurances

the insurances of the Charged Assets referred to in clause 11.

Interest

interest at the rate referred to in the Facility Documents (after as well as before any demand made or judgment obtained or the liquidation or administration of the Borrower) payable upon such days as the Lender may from time to time determine and such interest shall be compounded in the event of it not being punctually paid with quarterly rests in accordance with the usual practice of the Lender, but without prejudice to the right of the Lender to require

	payment of such interest when due.
LPA	the Law of Property Act 1925.
Lease	any lease sublease underlease agreement for lease tenancy agreement licence and any other rights of occupation of the Property.
Occupier	any occupier of the Property including any tenant licensee or occupier under a Lease.
Planning Acts	the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 the Planning and Compensation Act 1991 and any other Act for the time being in force relating to town and country planning together with all regulations and orders made or confirmed under any of them.
Property	the freehold leasehold or immovable property referred to in Schedule 2 and any part or parts of it.
Receiver	an administrator, receiver and/or manager (and, if permitted by law, an administrative receiver) and any substitute for any such person and whether appointed under this Charge or pursuant to any Act or otherwise.
Rental Acknowledgement	a letter in writing from each Occupier acknowledging receipt of the Rental Notice and undertaking to pay the Rental Income to the bank account nominated in writing by the Lender.
Rental Income	any gross rents licence fees and other monies receivable now or at any time in the future by the Borrower in respect of or arising out of any Lease or otherwise without limitation derived by the Borrower from the Property or otherwise paid to or received by the Borrower in respect of the Property (including without limitation all mesne profits and all monies payable in respect of insurance insurance rents service charges and taxes on rental income).
Rental Notice	notice in writing to each Occupier notifying each Occupier that by this Charge all Rental Income payable by the Occupier to the Borrower has been assigned by the Borrower to the Lender and requiring the Occupier to pay the Rental Income to such bank account as the Lender shall specify in writing.
Secured Liabilities	all monies obligations debts and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future

be due owing or incurred by the Borrower to the Lender whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever and including without limitation all Expenses together with Interest computed on all Secured Liabilities on the basis specified in clause 2.2.

TFBB Facilities

the trade finance and borrowing base facilities to be provided to Stemcor Holdings Limited's group in connection with the Global Restructuring and incorporating by way of refinancing the exposures under the UK Borrowing Base Facility.

UK Borrowing Base Facility

means the UK Borrowing Base facility dated 12 July 2011 (as amended) to which the Borrower is a party as guarantor.

VAT

value added tax or any analogous duty from time to time payable in any relevant jurisdiction.

2. Interpretation

- 2.1 References to clauses and schedules are to be construed as references to the clauses of and schedules to this Charge.
- 2.2 References to any provisions of this Charge or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as amended varied supplemented substituted or novated from time to time.
- 2.3 Words importing the singular are to include the plural and vice versa.
- 2.4 References to a person are to be construed to include references to a corporation firm borrower partnership joint venture unincorporated body of persons individual or any state or any agency of a state whether or not a separate legal entity.
- 2.5 References to any person are to be construed to include that person's assigns or transferees or successors in title, whether direct or indirect.
- 2.6 References to any statutory provision are to be construed as references to that statutory provision as amended supplemented re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders regulations instruments or other subordinate legislation made under or deriving validity from that statutory provision.
- 2.7 Clause headings are for ease of reference only and are not to affect the interpretation of this Charge.

2.8 Where the **Borrower** consists of two or more parties:

- 2.8.1 such expressions shall mean and include such two or more parties and each of them or (as the case may require) any of them;
- 2.8.2 all covenants charges agreements and undertakings expressed or implied on the part of the Borrower in this Charge shall be deemed to be joint and several covenants charges agreements and undertakings by such parties;
- 2.8.3 each shall be bound even if any other of them intended or expressed to be bound by this Charge shall not be so bound; and
- 2.8.4 the Lender may release or discharge any one or more of them from all or any liability or obligation under this Charge or may make any arrangement or composition with any such person without thereby releasing any other or others of them or otherwise prejudicing any of its rights under this Charge or otherwise.

Schedule 2
Property

All that freehold property known as Unit 30, Moorside Road, Winchester, SO23 7RX registered at the Land Registry with title number HP741522.

Executed as a deed by
BARCLAY & MATHIESON

acting by
a director, in the presence of: Director

Witness' signature:

Witness' name: Arden Scholes

Address:

Occupation: