



Registration of a Charge

Company name: **JEWISH CHRONICLE LIMITED**

Company number: **00095587**



X88BMLC0

Received for Electronic Filing: **24/06/2019**

Details of Charge

Date of creation: **21/06/2019**

Charge code: **0009 5587 0007**

Persons entitled: **THE KESSLER FOUNDATION**

Brief description: **FULL DETAILS OF CHARGED INTELLECTUAL PROPERTY SET OUT IN SCHEDULE 4**

Contains fixed charge(s).

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

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

GREENBERG TRAURIG, LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 95587

Charge code: 0009 5587 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st June 2019 and created by JEWISH CHRONICLE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2019 .

Given at Companies House, Cardiff on 25th June 2019

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 21 June 2019

JEWISH CHRONICLE LIMITED
AND
JEWISH CHRONICLE NEWSPAPER
LIMITED
AS CHARGORS
AND
THE KESSLER FOUNDATION
AS LENDER

DEBENTURE



GREENBERG TRAURIG, LLP
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LONDON SE1 9SG

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THIS DEED is dated 21 June 2019 and made between:

- (1) **JEWISH CHRONICLE LIMITED**, (company number 00095587) whose registered office is at 28 St. Albans Lane, London, NW11 7QE (in its individual capacity "JCL");
 - (2) **JEWISH CHRONICLE NEWSPAPER LIMITED**, (company number 000961929) whose registered office is at 28 St. Albans Lane, London, NW11 7QE (in its individual capacity "JCNL");
- (together, the "Chargors" and each a "Chargor"); and
- (3) **THE KESSLER FOUNDATION**, a private company limited by guarantee (company number 01864076) whose registered office is at 28 St. Albans Lane, London, NW11 7QE (the "Lender").

BACKGROUND

- (A) Pursuant to a Facility Agreement (as defined below) the Lender has agreed to provide JCL with a term loan facility on the terms of the Facility Agreement.
- (B) The provision of this Deed is a condition precedent to the obligations of the Lender under the Facility Agreement.
- (C) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

THIS DEED WITNESSES that:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Accounts" means each of the accounts listed in Schedule 2 as the same may be redesignated, substituted or replaced from time to time, and any other bank account of each Chargor from time to time together with all Related Rights.

"Acknowledgement" means a duly completed acknowledgement of assignment or acknowledgement of charge in a form required by the Lender.

"Administrator" means any administrator appointed to manage the affairs, business and property of a Chargor under this Deed.

"Assigned Agreements" means the contracts detailed in Schedule 3 and any other contracts from time to time designated as an Assigned Agreement by the Lender together with all Related Rights, the rights under which are assigned by clause 3.2.2.

"Assigned Assets" means all of the assets assigned or purported to be assigned under clause 3.2.

"Book Debts" means all present and future book and other debts, revenue and monetary claims (and the proceeds of any debt, revenue or claim) now or in the future due, owing or payable to each Chargor and the benefit of all security, guarantees indemnities and other rights of any kind enjoyed or held by a Chargor in relation to any of them together with all Related Rights. In relation to a Chargor, "its Book Debts" means all Book Debts in which it

has any rights.

"Charged Property" means all the assets, property and undertaking for the time being subject to the Security created by this Deed. Any reference to one or more of the Charged Property includes all or any part of it or each of them.

"Company" means any company whose share capital includes or comprises Investments or which has issued any Investments.

"Default Rate" has the meaning provided for such term in the Facility Agreement.

"Enforcement Event" means the occurrence of an Event of Default (as such term is defined in the Facility Agreement).

"Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations, apparatus and other tangible moveable property for the time being owned by each Chargor, including any part of it and all spare parts, replacements, modifications and additions and all Related Rights. In relation to a Chargor, **"its Equipment"** means all Equipment in which it has any rights.

"Facility Agreement" means the facility agreement dated on or about the date of this Deed, made between the Chargors, as obligors, and the Lender.

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 as amended by the Financial Markets and Insolvency (Settlement Finality and Financial Collateral Arrangements) (Amendment) Regulations 2010.

"IA" means the Insolvency Act 1986.

"Insolvency" of a person includes the dissolution, bankruptcy, insolvency, winding-up, liquidation, administration, examination, amalgamation, reconstruction, reorganisation, arrangement, adjustment, administrative or other receivership or dissolution of that person, the official management of all of its revenues or other assets or the seeking of protection or relief of debtors and any equivalent or analogous proceeding by whatever name known and in whatever jurisdiction.

"Insurance Policies" means all contracts, policies of insurance and cover notes of any kind now or in the future taken out by or on behalf of any Chargor or (to the extent of its interest) in which it now or in the future has an interest and all Related Rights. In relation to a Chargor, **"its Insurance Policies"** means all Insurance Policies in which it has any rights (including as loss payee or additional insured).

"Insurance Proceeds" means any monies which may from time to time be payable to or received by each Chargor (whether as an insured party, beneficiary or as loss payee) under any Insurance Policy and the proceeds of all claims made by a Chargor under any Insurance Policy.

"Intellectual Property" means all intellectual property, including the intellectual property listed in Schedule 4, and including all present or future patents, trade marks, service marks, trade names, domain names, designs, copyrights, moral rights, inventions, topographical or similar rights, rights in databases, trade secrets, confidential information and know-how, and any interest in any of these rights, whether or not registered or registrable, including all applications and rights to apply for registration and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world, and all fees, royalties and other rights derived from, or incidental to, these rights together with all

Related Rights. In relation to a Chargor, "**its Intellectual Property**" means all Intellectual Property in which it has any rights.

"Investment" means:

- (a) any present and future stocks, shares (including the Specified Investments), disbursements, securities, certificates of deposit, commercial papers, and other securities and investments of any kind;
- (b) all interests in collective investment schemes;
- (c) all warrants, options and other rights to subscribe or acquire any of the investments described in (a) and (b); and
- (d) all Related Rights in each case whether held directly by or by any Agent, nominees, fiduciary or clearance system on its behalf and in each case now or in the future owned by it or (to the extent of its interest) in which it now or in the future has an interest.

"Lease" means any lease, tenancy, licence, sub-lease or other occupational right.

"Liability" means any present or future obligation or liability for the payment of money, whether in respect of principal, interest or otherwise, whether actual or contingent, whether owned jointly or severally and whether a principal or surety or in any other capacity and including any amount which would constitute such a liability but for any discharge, non-probability, unenforceability or non-allowability of the same in any insolvency or other proceedings.

"Losses" means all losses (including loss of profit), claims, demands, actions, proceedings, damages and other payments, costs, charges, expenses and other liabilities of any kind.

"LPA" means the Law of Property Act 1925.

"Mortgaged Property" means any Real Property which a Chargor purports to mortgage or charge under this Deed pursuant to clause 3.1.1 and 3.1.2.

"Notice of Assignment" means a notice of assignment in a form required by the Lender.

"Notice of Charge" means a notice of charge in a form required by the Lender.

"Party" means a party to this Deed.

"Real Property" means any freehold or leasehold property specified in Schedule 1 and any freehold, leasehold or immoveable property situated in England and Wales from time to time (including without limitation all fixtures from time to time thereon) together with all Related Rights.

"Related Rights" means in relation to any asset:

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

- (d) any monies and proceeds paid or payable in respect of that asset.

"Receiver" means a receiver, receiver and manager or administrative receiver of any or all of the Charged Property appointed by the Lender under this Deed whether solely, jointly, severally or jointly and severally with any other person and includes any substitute for any of them appointed from time to time.

"Restrictions Notice" means a "restrictions notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

"Secured Liabilities" means all present and future Liabilities of an Obligor to the Lender to or any of thereof under or in relation to any one or more of the Finance Documents (including, without limitation, all Liabilities arising out of any extension, variation, modification, restatement or novation (however fundamental)) but excluding any money, obligation or liability which would cause the covenant set out in clause 2 or the security which would otherwise be constituted by this Deed to be unlawful or prohibited by any applicable law or regulation.

"Security" means a mortgage, charge, pledge or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

"Security Period" means the period starting on the date of this Deed and ending on:

- (a) the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full; and
- (b) the date the Lender is satisfied that all of the Lenders have ceased to have any commitment, obligation or other liability (whether actual or contingent) to make any credit or provide any other financial accommodation to any Obligor under any Finance Document or otherwise.

"Specified Investments" means the shares identified in Schedule 6 (if any) and all other shares in the issuing companies named in Schedule 6 now or in the future legally or beneficially owned by a Chargor and/or any nominee on its behalf.

"Unpaid Sum" means any sum due and payable but unpaid by an Obligor under the Finance Documents."

"VAT" means the value added tax provided for in the Value Added Tax Act 1994 and any other tax of a similar nature in any applicable jurisdiction.

"Warning Notice" means a "warning notice" as defined in paragraph 1(2) of Schedule 1B of the Companies Act 2006.

1.2 Construction

- 1.2.1 Capitalised terms defined in the Facility Agreement but not in this Deed shall have the same meaning in this Deed as in the Facility Agreement.
- 1.2.2 The provisions of clause 1.2 (*Construction*) of the Facility Agreement shall apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement shall be references to this Deed.
- 1.2.3 In addition, in this Deed, any reference to:
 - (a) "assets" includes present and future properties, undertakings, revenues,

rights and benefits of every description (and any reference to a particular type or category of assets includes any present or future assets of that type or category);

- (b) an **"authorisation"** includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
- (c) **this Deed** includes the schedules which form part of this Deed for all purposes;
- (d) a **"disposal"** includes any lease, licence, transfer, sale or other disposal of any kind (with related words being construed accordingly);
- (e) any **Finance Document** or other document is to that Finance Document or other document as supplemented, otherwise amended, replaced or novated from time to time (however fundamental that amendment, novation or replacement may be, even if it involves increased, new, additional and/or replacement facilities or an increase in any other amount or rate);
- (f) the Lender shall include its nominees and successors in title therewith;
- (g) a **"Party"** or other **"particular person"** includes its successors in title, permitted assignees and permitted transferees in accordance with their respective interests; and this Deed shall be enforceable notwithstanding any change in the constitution of the Lender, its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person;
- (h) a **"right"** includes any title, estate, interest, claim, remedy, power, authority, discretion or other right of any kind, both present and future (and any reference to rights in a particular asset or type or category of assets includes any rights in the proceeds of any disposal of that asset or any assets within that type or category);
- (i) **"regulation"** includes any regulation, rule, official directive, notice, request, code of practice, guideline, demand or decision (in each case whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (j) a **"statute"** or **"statutory provision"** includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and any former statute or statutory provision which it consolidated or re-enacted before the date of this Deed;
- (k) **"this security"** means the Security constituted by or purported to be constituted by or pursuant to this Deed; and
- (l) an Event of Default or an Enforcement Event is **"continuing"** if it has not been waived in writing.

1.2.4 The index and clause, schedule and paragraph headings are for ease of reference only and shall not affect the interpretation of this Deed.

- 1.2.5 If there is any inconsistency between the terms of this Deed and those of the Facility Agreement, the terms of the Facility Agreement shall prevail.

1.3 Secured Liabilities not paid if avoided

If the Lender considers that an amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided, or otherwise set aside, on the liquidation or administration of a Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.

1.4 Charges and mortgages

A reference in this Deed to a charge or mortgage of any land includes:

- 1.4.1 all buildings and fixtures (including trade and tenant's fixtures) which are, at any time, situated on that land;
- 1.4.2 the proceeds of sale of any part of that land; and
- 1.4.3 the benefit of any covenants for title given or entered into by any predecessor in title of each Chargor in respect of that land, or any monies paid or payable in respect of those covenants.

1.5 Incorporation of terms

- 1.5.1 For the purposes of section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of any other of the Finance Documents and of any side letters between any Parties in relation to such Finance Documents are incorporated in this Deed.
- 1.5.2 For the purposes of Rule 68 of the Land Registration Act 2003 (as in force and as amended from time to time), the Facility Agreement does not form part of the terms and conditions of this Deed.

1.6 Third party rights

Other than a Receiver, an Indemnified Person, or any delegate, save where the contrary appears, a person who is not a Party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed. The consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

1.7 Perpetuity period

The perpetuity period applicable to all trusts declared by this Deed shall be 125 years.

1.8 Qualifying floating charge

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by this Deed and the Lender may appoint an Administrator of each Chargor pursuant to that paragraph.

2. PAYMENT OF SECURED LIABILITIES

2.1 Covenant to pay

Each Chargor shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

2.2 Interest

Any amount which is not paid under this Deed when due shall bear interest at the Default Rate (both before and after judgment and payable on demand) from its due date up to the date of a final payment, such interest to accrue at a daily basis.

3. GRANT OF SECURITY

3.1 Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee, charges in favour of the Lender:

3.1.1 by way of first legal mortgage the Real Property now belonging to it;

3.1.2 to the extent not subject to a mortgage under clause 3.1.1, by way of first fixed equitable charge, all Real Property now belonging to it and all other Real Property acquired by it in the future;

3.1.3 by way of first fixed charge, all its present and future right, title and interest in:

- (a) **Licences:** any licences, guarantees, rents, deposits, contracts, covenants and warranties relating to its Real Properties and all of its rights in any authorisations (statutory or otherwise) held in connection with its business or the use of any other Charged Property;
- (b) **Goodwill:** all present and future goodwill and all uncalled capital and all of its rights to future calls in respect of capital;
- (c) **Equipment:** any Equipment (except to the extent mortgaged under clause 3.1.1);
- (d) **Intellectual Property:** any Intellectual Property;
- (e) **Book Debts:** all of its rights in its Book Debts;
- (f) **Investments:** all Investments (including the Specified Investments);
- (g) **Insurance Policies:** all Insurance Policies and any Insurance Proceeds; and
- (h) **Other documents:** to the extent that any of the Assigned Assets are not effectively assigned under clause 3.2 or such rights have been effectively assigned but have not been perfected by the service of the appropriate notice, by way of first fixed charge, those Assigned Assets.

3.2 Assignments

As a continuing security for the payment and discharge of the Secured Liabilities, each

Chargor with full title guarantee assigns absolutely (subject to a proviso for reassignment on redemption) to the Lender all its present and future right, title and interest in and to the benefit of

- 3.2.1 **Insurance Policies:** all of its rights in its Insurance Policies, and in any Insurance Proceeds;
- 3.2.2 **Assigned Agreements:** all the Assigned Agreements and the benefit of any guarantee or Security for the performance of the Assigned Agreements; and
- 3.2.3 **Intellectual Property:** all Intellectual Property to the extent not charged under clause 3.1.

For the avoidance of doubt, each Chargor will remain at all times liable in respect of all of its obligations under each of the Assigned Agreements to which it is a party to the same extent as if this security had not been created and the Lender shall not be under any obligation or liability to either Chargor or to any other person under or in respect of any Assigned Agreements.

3.3 Non-Assignable Rights

Each Chargor declares that to the extent that any right, title, interest or benefit in or in respect of any asset described in clause 3.2 (*Assignments*) cannot be or is not effectively assigned pursuant to clause 3.2 (*Assignments*) for whatever reason, each Chargor shall:

- 3.3.1 promptly notify the Lender of the same and the reasons why such asset is not capable of assignment;
- 3.3.2 hold the benefit of the same on trust for the Lender as security for the payment and discharge of the Secured Liabilities; and
- 3.3.3 take such steps as the Lender may require to remove such impediment to such assignment.

3.4 Floating charge

As a continuing security for the payment and discharge of the Secured Liabilities, each Chargor with full title guarantee charges to the Lender, by way of first floating charge, all of its undertaking, property, rights and assets both present and future, including those assets not effectively mortgaged, charged or assigned under clauses 3.1 and 3.2.

3.5 Crystallisation of the floating charge

- 3.5.1 The floating charge created by each Chargor in clause 3.4 shall automatically and immediately (without notice) be converted into a fixed charge over all assets subject to the floating charge if either Chargor:
 - (a) creates, or attempts to create, a Security without the prior written consent of the Lender, or any trust in favour of another person over all or any part of the Charged Property;
 - (b) disposes or attempts to dispose of all or any part of the Charged Property contrary to paragraph 2 of Part 1 of Schedule 7 and, for the avoidance of doubt, a disposal of assets in the ordinary course of business where such assets are only subject to the un-crystallised floating charge created in clause 3.4 and not to any fixed security, shall not cause such floating

charge to crystallise under this clause 3.5.1;

- (c) a Receiver is appointed over all or any of the Charged Property that is subject to the floating charge;
- (d) any person levies, or attempts to levy, any distress, attachment, execution or other process against all or any part of the Charged Property; or
- (e) the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of each Chargor or if a Chargor is wound up or has an administrator appointed.

3.5.2 The floating charge created under this Deed may not be converted into a fixed charge solely by reason of (i) the obtaining of a moratorium or (ii) anything done with a view to obtaining a moratorium in respect of a Chargor, in each case under Section 1A of Schedule A1 of the Insolvency Act 1986.

3.5.3 The Lender may, in its sole discretion, at any time by written notice to each Chargor, convert the floating charge created by each Chargor in clause 3.4 into a fixed charge as regards all or any part of the Charged Property (as specified either generally or specifically in such written notice) subject to the floating charge if:

- (a) an Enforcement Event has occurred and is continuing;
- (b) the Lender considers that any Charged Property may be in danger of being seized or sold pursuant to any form of legal process or otherwise is in jeopardy; or
- (c) the Lender considers that it is necessary or desirable to protect the priority, value and enforceability of the security.

3.5.4 Nothing in this clause 3.5 shall affect the crystallisation of the floating charge created by each Chargor under applicable law and regulation.

3.5.5 Any notice given under clause 3.5.3 in relation to an asset shall not be construed as a waiver or abandonment of the Lender's right to give any other notice in respect of any other asset under this Deed or any other Finance Document.

3.6 Assets acquired after crystallisation

Any asset acquired by each Chargor after any crystallisation of the floating charge created under this Deed which, but for such crystallisation, would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of first fixed charge.

4. NOTICE OF ASSIGNMENT AND FURTHER ASSURANCE

4.1 Notice of assignment

Each Chargor shall promptly upon the request of the Lender give notice of the assignment effected pursuant to clause 3.2 by sending a Notice of Assignment (with a copy to the Lender) in relation to:

- 4.1.1 the Insurance Policies, to each of the insurers party to each such Insurance Policy; and

- 4.1.2 in relation to each Assigned Agreement, to each debtor or obligor party to such Assigned Agreement.

4.2 Notice of Charge

Each Chargor shall promptly upon the request of the Lender give notice pursuant to clause 3.1.3 by sending a Notice of Charge (with a copy to the Lender) to any bank specified by the Lender, being a bank with which any of its bank accounts are opened or maintained.

4.3 Acknowledgement

Each Chargor shall use all reasonable endeavours to procure that within 28 days of the date of the relevant Notice of Assignment or Notice of Charge, the recipient thereof acknowledges the same in the form of the relevant Acknowledgement (or in such other form as the Lender shall agree).

4.4 Assigned Assets

The Lender shall not be obliged to take any steps necessary to preserve any of the Assigned Assets, or to enforce any term of the Assigned Agreement against any person, or to make any enquiries as to the nature of sufficiency of any payments received by it under that Deed.

4.5 Further assurance

Each Chargor shall promptly (and shall ensure that its nominees shall), at the request of the Lender and at its own cost, do all acts and things and execute documents (including any legal or other mortgages, charges or transfers) in favour of the Lender in such form as the Lender may require and otherwise do any acts and things, as the Lender requires from time to time.

- 4.5.1 for giving effect to, improving, perfecting (including the priority of it), preserving or protecting the Lender's security over the Charged Property created (or intended to be created) by this Deed; or

- 4.5.2 to facilitate the realisation or enforcement of, or exercise any of the rights and powers conferred on of the Lender or any Receiver in relation to, the security over the Charged Property created (or intended to be created) by this Deed.

The obligations of each Chargor under this clause 4.5 shall be in addition to and not in substitution for the covenants for further assurance deemed to be included in this Deed by virtue of section 2 of the Law of Property (Miscellaneous Provisions) Act 1994 (as extended or otherwise varied by this Deed).

5. REPRESENTATIONS AND WARRANTIES

Each Chargor represents and warrants to the Lender in the terms set out in Schedule 6.

6. COVENANTS

Each Chargor covenants with the Lender in the terms set out in Schedule 7.

7. PEOPLE WITH SIGNIFICANT CONTROL

- 7.1 Each Chargor covenants and agrees with the Lender that until the end of the Security Period, it shall comply with any notice served on it pursuant to Part 21A of the Companies Act 2006 and within the timeframe specified in the notice.

- 7.2 Each Chargor represents and warrants to the Lender on the date of this Deed that no Warning Notice or Restrictions Notice has been issued to the Chargor in respect of the Investments pursuant to this Deed.

8. ENFORCEMENT

- 8.1 This security shall become immediately enforceable if an Enforcement Event occurs.
- 8.2 After the security has become enforceable, the Lender may in its absolute discretion enforce all or any of its rights under this Deed as it thinks fit. In particular, it may without further notice, exercise in relation to the Charged Property:

8.2.1 the power of sale and all other powers conferred on mortgagees by the LPA (or otherwise by law) or on an administrative receiver by the IA, in either case as extended or otherwise amended by this Deed;

8.2.2 to the extent that clause 9 applies, the power to appropriate the Charged Property in or towards the payment and discharge of the Secured Liabilities in accordance with clause 9.2; and

8.2.3 (without first appointing a Receiver) any or all of the rights which are conferred by this Deed (whether expressly or by implication) on a Receiver, including those relating to Leases set out in clause 11.2.4.

8.3 LPA provisions

8.3.1 The Secured Liabilities shall be deemed for the purposes of all powers implied by statute to have become due and payable within the meaning of s101 LPA immediately on the execution of this Deed.

8.3.2 s93(1) LPA and s103 LPA shall not apply to this Deed or to any exercise by the Lender of its right to consolidate mortgages or its power of sale.

8.3.3 Any powers of leasing conferred on the Lender by law are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender may think fit and without the need to comply with any restrictions conferred by law (including under s99 or s100 of the LPA).

8.4 Protection of third parties

8.4.1 No purchaser, mortgagee or other person dealing with a Receiver or the Lender shall be bound to enquire whether its right to exercise any of its rights has arisen or become exercisable, or be concerned 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 that Receiver or the Lender.

8.4.2 All of the protection to purchasers contained in ss104 and 107 LPA and s42(3) IA shall apply to any person purchasing from or dealing with a Receiver or the Lender as if the Secured Liabilities had become due and the statutory powers of sale and the appointment of a Receiver in relation to the Charged Property had arisen on the date of this Deed.

8.5 Privileges

Each of the Lender and any Receiver is entitled to all the rights, powers privileges and

immunities conferred by law (including the LPA) or mortgagees and receivers duly appointed under any law (including the LPA).

8.6 Delegation

8.6.1 The Lender and a Receiver may delegate to any person or persons all or any of the rights which are exercisable by it under this Deed. A delegation under this clause may be made in any manner (including by power of attorney) and on any terms (including power to sub-delegate) which the Lender or Receiver may think fit.

8.6.2 A delegation under clause 8.6.1 shall not preclude the subsequent exercise of those rights by the Lender or Receiver itself nor preclude the Lender or Receiver from making a subsequent delegation of them to another person or from revoking that delegation.

8.6.3 Neither the Lender nor a Receiver shall be liable or responsible to a Chargor for any loss or damage arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

8.7 No liability

None of the Lender, any Receiver, any delegate or any Administrator shall be liable as a mortgagee in possession or otherwise to account in relation to all or any part of the Charged Property for any loss on realisation or for any other action, default or omission for which it or he might be liable.

9. RIGHT OF APPROPRIATION

9.1 Application of right of appropriation

This clause 9 applies to the extent the Charged Property constitute "financial collateral" and this Deed constitutes a "financial collateral arrangement" (within the meaning of the Financial Collateral Regulations).

9.2 Exercise of right of appropriation

If and to the extent that this clause 9 applies, after the security constituted by this Deed has become enforceable the Lender may appropriate the Charged Property in or towards the Secured Liabilities. If the Lender exercises its right of appropriation then it shall for these purposes value:

9.2.1 any relevant bank account and the amount standing to the credit of that account, together with any accrued interest not credited to the account, at the time of the appropriation; and

9.2.2 any other relevant Charged Property by reference to an independent valuation or other procedure determined by the Lender at the time of the appropriation.

10. DIVIDENDS AND VOTING RIGHTS

10.1 Before enforcement

Before the occurrence of an Enforcement Event:

10.1.1 each Chargor shall:

- (a) be entitled to all dividends, interest and other monies paid on and received by it in respect of the Chargor's Investments; and
- (b) subject to clause 10.1.2 exercise all voting and other rights attached to the Chargor's Investments.

10.1.2 each Chargor shall not:

- (a) exercise any rights attached to the Investments in any manner which in the Lender's opinion is prejudicial to this security; and
- (b) without the prior written consent of the Lender, permit or agree to any variation of the rights attaching to the Investments, participate in any rights issue, elect to receive or vote in favour of receiving any dividend other than in the form of cash or participate in any resolution concerning a winding-up, liquidation or administration.

10.2 After enforcement

After the occurrence of an Enforcement Event:

- 10.2.1 the Lender and its nominee(s) may at the Lender's discretion (and in the name of each Chargor or otherwise), exercise all voting and other rights and powers attached to the Investments which may be exercised by a person in whose name the Investments are registered and each Chargor shall procure that its nominees shall, comply with any directions the Lender and its nominee(s) may in its absolute discretion, give concerning the exercise of those rights and powers; and
- 10.2.2 all dividends, interest and other monies or distributions paid (or to be received) in respect of the Investments and received by or on behalf of each Chargor shall be held on trust for the Lender and, if requested by the Lender, forthwith paid into an account designated by the Lender or, if received by the Lender, may be applied by the Lender as though they were the proceeds of sale.

11. APPOINTMENT OF RECEIVER

11.1 Appointment of Receiver

Without prejudice to any statutory or other powers of appointment of the Lender under the LPA as extended by this Deed or otherwise, at any time after this security has become enforceable or if a Chargor so requests in writing at any time the Lender may without further notice to each Chargor do any of the following:

- 11.1.1 appoint by deed or otherwise (acting through a duly authorised officer) any one or more persons qualified to act as a Receiver to be a Receiver of all or any part of the Charged Property;
- 11.1.2 either at the time of appointment or any time after that appointment fix his or their remuneration (without being limited by the maximum rate specified in s109(6) LPA); and
- 11.1.3 (except as otherwise required by statute) remove any Receiver and appoint another or others in his or their place.

11.2 Powers of Receiver

Every Receiver shall have in relation to the Charged Property (every reference in this clause 11.2 to "**Charged Property**" being a reference only to all or any part of the Charged Property in respect of which that Receiver was appointed) the powers granted by the LPA to any receiver appointed under it or to any mortgagor or mortgagee in possession and (whether or not the Receiver is an administrative receiver) the powers granted by the IA to any administrative receiver, all as varied and extended by this Deed. In addition, but without limiting the preceding sentence, every Receiver shall have power to do the following:

- 11.2.1 **Collection:** enter on, take possession of, collect and get in the Charged Property and collect and get in all rents and other income whether accrued before or after the date of his appointment and for those purposes make any demands and take any actions or other proceedings which may seem to him expedient;
- 11.2.2 **Compliance with Deed:** comply with and perform all or any of the acts, matters, omissions or things undertaken to be done or omitted by each Chargor under this Deed;
- 11.2.3 **Management of business:** carry on, manage, develop, reconstruct, amalgamate or diversify the business of each Chargor or any part of it in such manner as he shall in his discretion think fit;
- 11.2.4 **Dealing with Charged Property:** sell or otherwise dispose of the Charged Property, grant Leases, licences, easements, rights or options over or in respect of them and surrender, accept the surrender or vary any Lease, agreement or arrangement relating to them or otherwise agree to any such dealing. This power may be exercised without the need to comply with s99 and s100 LPA. Any disposal or other dealing under this clause 11.2.4 may be effected in the manner and on the terms which he thinks fit, for consideration consisting of cash, Deeds or other obligations, shares or other valuable consideration and this consideration may be payable in a lump sum or by instalments spread over a period as he may think fit;
- 11.2.5 **Severance of assets:** sever from the premises to which they are annexed and sell separately (in accordance with clause 11.2.4) any plant, machinery or fixtures;
- 11.2.6 **Upkeep of Charged Property:** repair, decorate, furnish, maintain, alter, improve, replace, renew or add to the Charged Property as he shall think fit and effect, maintain, renew or increase indemnity insurance and other insurances and obtain bonds;
- 11.2.7 **Dealing with third parties:** appoint or dismiss officers, employees, contractors or other Agents and employ professional advisers and others on such terms (as to remuneration and otherwise) as he may think fit;
- 11.2.8 **Agreements:** perform, repudiate, terminate, amend or enter into any arrangement or compromise any contracts or agreements which he may consider expedient;
- 11.2.9 **Proceedings:** settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes which may arise in connection with the business of each Chargor or the Charged Property and bring, prosecute, defend, enforce, compromise, submit to and discontinue any actions, suits, arbitrations or other proceedings;

- 11.2.10 **Uncalled capital:** make calls on the shareholders of each Chargor in respect of any of its uncalled capital;
- 11.2.11 **Rights in connection with Charged Property:** exercise or permit each Chargor or any nominee of each Chargor to exercise any rights incidental to the ownership of the Charged Property in such manner as he may think fit;
- 11.2.12 **Subsidiaries:** form a subsidiary or subsidiaries of each Chargor and transfer, lease or license to it or them or any other person the Charged Property on such terms as he may think fit;
- 11.2.13 **Assets and rights:** purchase, lease, hire or otherwise acquire any assets or rights of any description which he shall consider necessary or desirable for the carrying on, improvement or realisation of the Charged Property or the business of each Chargor or otherwise for the benefit of the Charged Property;
- 11.2.14 **Landlord and tenant powers:** exercise any rights conferred on a landlord or a tenant by any applicable law or regulation in relation to the Charged Property;
- 11.2.15 **Raising money:** in the exercise of any of the rights conferred on him by this Deed or for any other purpose to raise and borrow money either unsecured or secured and either in priority to, *pari passu* with or subsequent to this security and generally on such terms as he may think fit;
- 11.2.16 **Receipts and discharges:** give valid receipts for all monies and execute all discharges, assurances and other documents which may be proper or desirable for realising the Charged Property and redeem, discharge or compromise any Security whether or not having priority to the security or any part of it;
- 11.2.17 **All other acts:** execute and do all such other acts, things and documents as he may consider necessary or desirable for the realisation or preservation of the Charged Property or incidental or conducive to any of the rights conferred on or vested in him under or by virtue of this Deed or otherwise and exercise and do in relation to the Charged Property, and at the cost of each Chargor, all the rights and things which he would be capable of exercising or doing if he were the absolute beneficial owner of the same; and
- 11.2.18 **Name of Chargor:** use the name of each Chargor or his own name to exercise all or any of the rights conferred by this Deed.

11.3 Agent of the Chargor

Any Receiver appointed under this Deed whether acting solely or jointly shall be deemed to be the Agent of each Chargor and to be in the same position as a receiver appointed under the LPA and each Chargor shall be solely responsible for his acts, omissions, defaults, losses and misconduct and for his remuneration and the Lender shall not be in any way liable or responsible either to each Chargor or to any other person for any Receiver.

11.4 Joint appointment

If at any time two or more persons have been appointed as Receivers of the same Charged Property, each one of those Receivers shall be entitled to exercise individually all of the rights conferred on Receivers under this Deed to the exclusion of the other or others in relation to any of the Charged Property in respect of which he has been appointed unless the Lender shall state otherwise in the document appointing him.

11.5 Personnel

The Lender may by writing under its hand (and to the extent it is lawfully) remove any Receiver appointed by it and may whenever it thinks fit, appoint a new Receiver in place of any Receiver whose appointment may for any reason have terminated.

12. APPOINTMENT OF ADMINISTRATOR**12.1 Appointment of Administrator**

12.1.1 The Lender may without notice appoint any one or more persons to be an administrator of a Chargor pursuant to Schedule B1, paragraph 14 IA at any time after this security has become enforceable.

12.1.2 Clause 12.1.1 shall not apply to a Chargor if Schedule B1, paragraph 14 IA does not permit an administrator of that Chargor to be appointed.

12.1.3 Any appointment under clause 12.1.1 shall be in writing signed by a duly authorised officer of the Lender.

12.2 Replacement of an Administrator

The Lender may (subject to any necessary approval from the court) end the appointment of any Administrator by notice in writing signed by a duly authorised officer and appoint under clause 12.1 a replacement for any Administrator whose appointment ends for any reason.

13. APPLICATION OF PROCEEDS**13.1 Order of priority**

Any monies received by the Lender or any Receiver under this Deed or under the rights conferred by this Deed shall, after the occurrence of an Enforcement Event, (subject to payment of any claims having priority to this security and by way of variation of the provisions of the LPA, be applied in the following order, but without prejudice to the right of the Lender to recover any shortfall from each Chargor:

13.1.1 where applicable, in payment of all Losses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers;

13.1.2 where applicable, in payment of the Receiver's remuneration at such rate as may be agreed with the Lender;

13.1.3 in accordance with the Facility Agreement in or towards discharge of the Secured Liabilities; and

13.1.4 if a Chargor is not under any further actual or contingent liability under any Finance Document, in payment of the surplus (if any) to the person or persons entitled to it.

13.2 Insurance proceeds

13.2.1 All monies received by each Chargor by virtue of any Insurance Policies on the Charged Property, whether or not effected under this Deed:

(a) shall be deemed part of the Charged Property, and

(b) (subject to any rights of third parties arising under any applicable law and

regulation relating to the application of insurance monies or under any Lease under which any Mortgaged Property is demised or let to or by a Chargor) shall, save with the prior written consent of the Lender, be paid to the Lender. This shall apply whether the event pursuant to which those monies became payable occurred before, on or after the date of this Deed.

13.2.2 Any monies so paid to the Lender or otherwise received by the Lender by virtue of any insurance on the Charged Property shall be applied at the discretion of the Lender either in reduction of the Secured Liabilities or in or towards making good the loss or damage in respect of which they became payable. Each Chargor waives any right it may have to require that those monies be applied in or towards making good the loss or damage in respect of which they became payable.

13.2.3 Any monies received by each Chargor by virtue of any Insurance Policies on the Charged Property shall be held on trust for the Lender until those monies are paid to the Lender in accordance with this clause 13.2.

14. EFFECTIVENESS OF SECURITY

14.1 Continuing security

This Deed and the security constituted by this Deed shall be continuing security for the Secured Liabilities, despite any settlement of account or intermediate payment or discharge in whole or in part and shall extend to the ultimate balance due at any time from each Chargor to the Lender under the Finance Documents.

14.2 Additional security

This Deed and the security constituted by or pursuant to this Deed shall be cumulative in addition to, and independent of every, and shall not be prejudiced by any, other Security, guarantee, indemnity or suretyship which the Lender may, at any time, hold for any of the Secured Liabilities. No prior Security held by the Lender over the whole or any part of the Charged Property shall, by virtue of the entry into this Deed, merge in the security created by this Deed.

14.3 Waiver of defences

The liabilities and obligations of each Chargor under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by any act, omission, matter or thing which, but for this clause 14.3, would reduce, release or prejudice any of its liabilities and obligations under this Deed, including (whether or not known to it or the Lender):

14.3.1 any time, waive or consent granted to, or composition with, any Obligor or other person;

14.3.2 the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

14.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

14.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or

change in the members or status of an Obligor or any other person;

- 14.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 14.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security;
- 14.3.7 any act, omission or circumstance which but for this clause 14.3, might operate to discharge, release, reliance, extinguish, impair or otherwise affect any of the obligations of each Chargor under this Deed or any of the rights and remedies of the Lender or any security; or
- 14.3.8 any Insolvency of an Obligor.

14.4 Immediate Recourse

Each Chargor waives any right it may have of first requiring the Lender to enforce any Security or other rights or claim any payment from or otherwise proceed against any other person before enforcing this Deed against a Chargor. This waiver applies irrespective of any applicable law and regulation or any provision of any Finance Document to the contrary.

14.5 Discretion in enforcement

Until the expiry of the Security Period, the Lender or any Receiver may:

- 14.5.1 refrain from applying or enforcing any other monies, Security or other rights held or received by it in respect of the Secured Liabilities or apply and enforce them in such manner and order as it sees fit (whether against the Secured Liabilities or otherwise) and each Chargor shall not be entitled to the benefit of the same; and
- 14.5.2 hold in an interest-bearing suspense account any monies received from each Chargor or on account of the Secured Liabilities.

14.6 Non-Competition

Unless:

- 14.6.1 all amounts which may be or become payable by the Chargors under or in connection with the Finance Documents have been irrevocably paid in full; or
- 14.6.2 the Lender otherwise directs,

each Chargor shall not, after a claim has been made or by virtue of any payment or performance by it under this Deed:

- (a) be subrogated to any rights, security or moneys held, received or receivable by the Lender (or any Agent or Agent on its behalf);
- (b) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of a Chargor's liability under this clause;

- (c) claim, rank, prove or vote as a creditor of any Obligor or its estate in competition with the Lender (or any Agent or Agent on its behalf); or
- (d) receive, claim or have the benefit of any payment, distribution or security from or on account of any Obligor, or exercise any right of set-off as against any Obligor.

Each Chargor must hold in trust for and must immediately pay or transfer to the Lender for the Lender any payment or distribution or benefit of security received by it contrary to this clause or in accordance with any directions given by the Lender under this clause.

14.7 Subsequent Security

At any time following:

- 14.7.1 the Lender's receipt of notice (either actual or constructive) of any subsequent Security affecting the Charged Property;
- 14.7.2 the Insolvency of each Chargor; or
- 14.7.3 any disposal of all or any of the Charged Property in breach of paragraph 2 of Part 1 of Schedule 7,

the Lender may open a new account or accounts in the name of each Chargor (whether or not it permits any existing account to continue). If the Lender does not open such a new account, it shall nevertheless be treated as if it had done so at the time when the notice was received or was deemed to have been received or, as the case may be, the Insolvency commenced or the assignment or transfer occurred and from that time all payments made by a Chargor to, the Lender for the account of that Chargor shall be credited or treated as having been credited to the new account and shall not operate to reduce the amount secured by this Deed at the time when the Lender received or was deemed to have received that notice or, as the case may be, the Insolvency commenced or the assignment or transfer occurred.

15. RELEASE AND RETENTION OF SECURITY

15.1 Release of Security

Subject to clause 15.2 and 15.3, following the expiry of the Security Period and at the request and cost of each Chargor, the Lender shall, as soon as reasonably practicable after receipt of that request, release and discharge this security and re-assign the assets assigned to the Lender under this Deed to each Chargor (or as it shall direct), at all times without recourse, representation or warranty and the rights of any person having prior rights over those assets. Any release or discharge of this security or re-assignment shall not release or discharge each Chargor from any liability to the Lender for the Secured Liabilities or any other monies which exists independently of this Deed.

15.2 Reinstatement

- 15.2.1 Any release, settlement, discharge, re-assignment or arrangement (in this clause 15, a "release") made by the Lender on the faith of any assurance, security or payment shall be conditional on that assurance, security or payment not being avoided, reduced, clawed back or ordered to be repaid under any law relating to Insolvency;
- 15.2.2 If any avoidance, reduction or clawback occurs or order is made as referred to in

clause 15.2.1, then the release given by the Lender shall have no effect and shall not prejudice the right of the Lender to enforce this security in respect of the Secured Liabilities. As between each Chargor and the Lender, this security shall (notwithstanding the release) be deemed to have remained at all times in effect and held by the Lender as security for the Secured Liabilities.

15.3 Retention of Security

15.3.1 The Lender may retain all or part of this security, the documents of title and other documents relating to the Charged Property and its other rights under this Deed as security for the Secured Liabilities for a period of seven months after the Secured Liabilities shall have been paid and discharged in full.

15.3.2 If at any time within that period of seven months a petition is presented to a competent court for a winding-up order to be made in respect of the Obligor, steps are taken to wind up any Obligor voluntarily, an application is made to a competent court for an administration order to be made in respect of any Obligor, a notice of intention to appoint an administrator to any Obligor is filed at court or the appointment of an administrator to any Obligor takes effect, then the Lender may continue to retain all or part of this security, those documents and those other rights for any further period as the Lender may in its absolute discretion determine.

15.4 Redemption

The Lender may at any time:

15.4.1 redeem, or procure the transfer to itself of, any prior Security over any Charged Property; or

15.4.2 settle and pass the accounts of the holder of any prior Security. Any accounts so settled and passed shall be conclusive and binding on each Chargor.

15.5 Costs of redemption

All principal monies, interest, costs, expenses and other amounts incurred in and incidental to any redemption or transfer under clause 15.4 shall be paid by each Chargor to the Lender on demand, in each case together with interest calculated in the manner referred to in clause 18.

16 POWER OF ATTORNEY

16.1 Appointment

Each Chargor irrevocably and by way of security appoints the Lender and any Receiver and every delegate referred to in clause 8.6 and each of them jointly and also severally to be its attorney (with full powers of substitution and delegation) and in its name or otherwise and on its behalf and as its act and deed to execute, deliver and perfect all documents and do any other acts and things which may be required or which the attorney may consider to be required or desirable:

16.1.1 to carry out any obligation imposed on it by this Deed or any other agreement binding on each Chargor to which the Lender is a Party (including the execution and delivery of any mortgages, deeds, charges, assignments or other transfers of the Charged Property);

16.1.2 to carry into effect any disposal or other dealing by the Lender or any Receiver

- 16.1.3 to convey or transfer any right in land or any other asset;
- 16.1.4 to register or renew registration of the existence of the security or the restrictions on dealing with the Charged Property under this Deed or any other Finance Document or by law or regulation;
- 16.1.5 to get in the Charged Property; and
- 16.1.6 to enable the Lender and any Receiver to exercise the respective rights, powers and authorities conferred on them by this Deed or by applicable law and regulation.

and each Chargor undertakes to ratify and confirm all acts and things done by an attorney in the exercise or purported exercise of its powers and all monies spent by an attorney shall be deemed to be expenses incurred by the Lender under this Deed.

16.2 Irrevocable power

Each Chargor acknowledges that each power of attorney granted by clause 16.1 is granted irrevocably and for value as part of this security to secure a proprietary interest of, and the performance of obligations owed to, the donee within the meaning of s4 Powers of Attorney Act 1971.

17 GROSS-UP AND PAYMENTS

17.1 Grossing Up

Each payment made by each Chargor to the Lender under this Deed shall be made free and clear of and without deduction for or on account of Tax unless a Chargor is required to make such payment subject to the deduction or withholding of Tax, in which case the sum payable by each Chargor in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of the required deduction or withholding, the Lender receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made.

17.2 Payments without Set-Off

Any payment made by each Chargor under this Deed shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.

17.3 Manner of Payment

Each payment made by each Chargor under this Deed shall be paid in the manner required by the Lender.

18 COSTS AND EXPENSES

18.1 Costs and expenses

Each Chargor shall promptly pay or reimburse to the Lender on demand, on a full indemnity basis, for all Losses incurred by the Lender in relation to:

- 18.1.1 any actual or proposed amendment of or waiver or consent under or in connection with this Deed requested by a Chargor;

- 18.1.2 any discharge or release of this security;
- 18.1.3 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 Deed and the perfection or enforcement of any other Security for or Guarantee in respect of the Secured Liabilities;
- 18.1.4 the taking or holding of this security or any proceedings in relation to it or to all or any of the Charged Property; and
- 18.1.5 any advice obtained in relation to any other matter or question arising out of or in connection with this Deed.

together with interest from the date it is incurred or becomes payable up to the date of receipt by the Lender (both before and after judgment), accruing on a daily basis under the terms of the Facility Agreement as if that amount were an Unpaid Sum.

18.2 Taxes

Each Chargor shall pay all stamp, registration and other Taxes to which this Deed, this security or any judgment or order given in connection with this Deed may at any time be subject and shall on demand indemnify the Lender against any Losses resulting from any failure to pay or delay in paying the same.

18.3 Value Added Tax

The following provisions shall apply:

- 18.3.1 all amounts expressed to be payable under this Deed by each Chargor to the Lender shall be exclusive of any VAT;
- 18.3.2 if VAT is chargeable on any supply made by the Lender to each Chargor under this Deed (whether that supply is taxable pursuant to the exercise of an option or otherwise), each Chargor shall pay to the Lender (in addition to and at the same time as paying that consideration) an amount equal to the amount of the VAT as further consideration;
- 18.3.3 no payment or other consideration to be made or furnished to each Chargor pursuant to or in connection with this Deed may be increased or added to by reference to (or as a result of any increase in the rate of) any VAT which shall be or may become chargeable in respect of any taxable supply; and
- 18.3.4 where this Deed requires a Chargor to reimburse the Lender for any costs or expenses, each Chargor shall also pay any amount of those costs or expenses incurred referable to VAT charged thereon.

19 INDEMNITY

Each Chargor shall on demand indemnify and keep indemnified the Lender and every Receiver, attorney, manager, agent or other person appointed by the Lender under this Deed and their respective employees (each one "Indemnified Person") in respect of all Losses incurred or suffered by any of them directly or indirectly as a result of the exercise or purported exercise of any of the rights vested in them under this Deed and against all Losses suffered or incurred by any of them in respect of any matter or thing done or omitted relating to the Charged Property or occasioned by any breach of any of a Chargor's covenants or

other obligations under this Deed or otherwise relating to all or any part of the Charged Property.

20. ASSIGNMENTS AND TRANSFERS

20.1 Lender

The Lender may assign any or all of its rights and transfer any or all of its obligations under this Deed.

20.2 Chargors

No Chargor may assign any of its rights or transfer any of its rights or obligations under this Deed.

20.3 Disclosure of information

The Lender may disclose any information about each Chargor which it shall consider appropriate to any affiliate, any of its professional advisers, any person to whom it is proposing to assign or transfer, or has assigned or transferred, any of its rights and obligations under this Deed or to any person to whom information may be required to be disclosed by any applicable law and regulation.

21. NOTICES AND COMMUNICATIONS

The provisions of clause 16 (*Notices*) of the Facility Agreement shall apply to this Deed as though they were set out in full in this Deed except that references to the Facility Agreement shall be references to this Deed.

22. CALCULATIONS AND CERTIFICATES

Any certificate or determination of the Lender as to any matter provided for in this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

23. PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of that provision under the law of any other jurisdiction will in any way be affected or impaired.

24. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Lender, any remedy or other right under this Deed shall operate as a waiver, nor shall any single or partial exercise of any remedy or other right prevent any further or other exercise or the exercise of any other right. The remedies and other rights provided in this Deed are cumulative and not exclusive of any remedies and other rights provided by law.

25. AMENDMENTS AND WAIVERS

Any term of this Deed may be amended or waived only with the written consent of the Lender and each Chargor and any such amendment or waiver will be binding on all Parties.

26. TACKING

The Lender must perform its obligation under the Finance Documents including any obligations to make available further advances.

27. COUNTERPARTS

This Deed may be executed in any number of counterparts and exchanged (including by facsimile) and all counterparts taken together, constitute the one instrument.

28. GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law and the parties submit to the nonexclusive jurisdiction of the English courts.

EXECUTION

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

**SCHEDULE 1
THE PROPERTIES**

None as at the date of this Deed.

**SCHEDULE 2
ACCOUNTS**

Account Holder	Account Name	Account Number	Name/Address of Bank
JCL	Jewish Chronicle Limited	13815156	Natwest Bank, Moorgate
JCNL	Jewish Chronicle Newspaper Limited	31320635	Natwest Bank, Moorgate

**SCHEDULE 3
ASSIGNED AGREEMENTS**

None as at the date of this Deed.

SCHEDULE 4 INTELLECTUAL PROPERTY

Country	Word Mark/Mark Description	Logo Image (if applicable)	Applicant/Proprietor(s)	Application (Registration) Number	Application (Registration) Date	Class(es)	Case Status	JAK Reference
United Kingdom	JC		Jewish Chronicle Newspaper Limited	2033514 (2033514)	13/09/1995 (06/12/1996)	16	Granted/Registered	TM301189-GB
United Kingdom	JC		JEWISH CHRONICLE NEWSPAPER LIMITED	2241874 (2241874)	07/08/2000 (02/02/2001)	09, 16, 35, 42, 41, 45	Granted/Registered	TM22951-09-GB
United Kingdom	JEWISH CHRONICLE		JEWISH CHRONICLE NEWSPAPER LIMITED	2241873 (2241873)	07/08/2000 (27/09/2002)	09, 16, 35, 42	Granted/Registered	TM22993-09-GB
United Kingdom	Jewish Chronicle and JC device		Jewish Chronicle Newspaper Limited	2324375 (2324375)	21/02/2003 (15/08/2003)	16	Granted/Registered	TM23801-16-GB
United Kingdom	THE JC		Jewish Chronicle Newspaper Limited	2450106 (2450106)	20/03/2007 (08/02/2008)	09, 16, 35, 41, 45	Granted/Registered	TM25007-09-GB
United Kingdom	THE JEWISH CHRONICLE		Jewish Chronicle Newspaper Limited	2450107 (2450107)	20/03/2007 (23/11/2007)	09, 16, 35, 41, 45	Granted/Registered	TM25008-09-GB
United Kingdom	THE JEWISH CHRONICLE		Jewish Chronicle Newspaper Limited	612245 (612245)	02/07/1940 (02/07/1940)	16	Granted/Registered	TM301096-GB
United Kingdom	THEJC.COM		Jewish Chronicle Newspaper Limited	2450108 (2450108)	20/03/2007 (08/02/2008)	09, 16, 35, 41, 45	Granted/Registered	TM25009-09-GB

**SCHEDULE 5
SPECIFIED INVESTMENTS**

Company	Number of Shares	Class of Shares
JCNL	25,999	Ordinary A shares of £0.60 each

SCHEDULE 6
REPRESENTATIONS AND WARRANTIES

Each Chargor represents and warrants to the Lender that:

1. No Security

The Charged Property is, or when acquired will be, beneficially owned by the Chargor free from any Security other than:

- 1.1 as created by this Deed; and
- 1.2 as permitted by the Finance Documents.

2. No avoidance

This Deed creates the security it purports to create and is not liable to be avoided or otherwise set aside on its liquidation or administration or otherwise.

3. Obligations, legal, valid and binding

This Deed is its legal, valid and binding obligation and, is enforceable against it in accordance with its terms.

4. Ownership

The Chargor is the sole legal and beneficial owner of all of the Charged Property.

5. Real Property

5.1

- (a) there is no breach of any law, regulation or covenant that is continuing which affects or would be reasonably likely to affect materially the value, saleability or use of its Real Property;
- (b) there are no covenants, agreements, stipulations, reservations, conditions, interest, rights, adverse claims or other matters whatsoever affecting its Real Property which conflict with its present use or adversely affect the value, saleability or use of any of the Real Property, in each case to any material extent;
- (c) nothing has arisen or has been created or is subsisting which would be an overriding interest or an unregistered interest which overrides first registration or registered dispositions over its Real Property and which would be reasonably likely to affect materially its value, saleability or use;
- (d) all facilities (including access) necessary for the enjoyment and use of its Real Property (including those necessary for the carrying on of its business at the Real Property) are enjoyed by that Real Property and none of those facilities are on terms entitling any person to terminate or limit its use or on terms which conflict with or restrict its use, where the lack of those facilities would be reasonably likely to affect materially its value, saleability or use; and
- (e) its Real Property is free from any Security, tenancies or any lease or licence which would be reasonably likely to affect materially its value, saleability or use.

6. Intellectual Property

As at the date of this Deed, all Intellectual Property which is material to its business is identified in Schedule 4.

7. Assigned Agreement

7.1 all payments due to it by any other party to any of its Assigned Agreements are not subject to any right of set-off or similar right;

7.2 each of its Assigned Agreements is its legally binding, valid, and enforceable obligation;

7.3 it is not in default of any of its material obligations under any of its Assigned Agreements;

7.4 there is no prohibition on assignment in any of its Assigned Agreements; and

7.5 its entry into and performance of this Deed will not conflict with any term of any of its Assigned Agreements.

7.6 Shares

JCL represents and warrants that as regards the Specified Investments, as at the date of this Deed:

7.1 that it is the sole beneficial legal owner free from any Security (except as created by this Deed);

7.2 they have been duly authorised and validly issued;

7.3 they are fully paid;

7.4 together they constitute all of the issued A ordinary shares of JCNL; and

7.5 they are fully transferable to the Lender or such other person as the Lender shall direct without restriction.

8. Centre of main interests and establishments.

For the purpose of The Council of the European Union Regulation No. 1346/2000 on Insolvency Proceedings (the "Regulation"), the centre of main interest of the Company is situated in England and Wales and the Chargor has no "establishment" (as that term is used in Article 2(h) of the Regulation) in any other jurisdiction.

9. Times for Making Representations and Warranties

9.1 The representations and warranties set out in this Deed are made by the Chargor on the date of this Deed and are deemed to be repeated on each anniversary thereof during the Security Period.

9.2 When a representation and warranty is deemed to be repeated, it is deemed to be made by reference to the facts and circumstances existing at the time of repetition.

**SCHEDULE 7
COVENANTS****Part 1 – General covenants****1. NEGATIVE PLEDGE**

Each Chargor undertakes that it will not at any time create (or agree to create) or permit to subsist any Security on or in relation to any of the Charged Property other than as expressly permitted by the Facility Agreement.

2. NO DISPOSALS

Each Chargor undertakes that it will not at any time dispose of (or agree to dispose of) all or any part of the Charged Property save (i) as expressly permitted by the Facility Agreement or any other Finance Document or (ii) for a disposal of assets in the ordinary course of business where such assets are only subject to the un-crystallised floating charge created by this Deed and not to any fixed security.

3. PRESERVATION OF CHARGED PROPERTY

Each Chargor shall manage all Charged Property in a proper and efficient manner and in particular shall

- 3.1 keep its Charged Property in good and substantial repair and working order; and
- 3.2 not do, or permit to be done, anything which might in any way depreciate, jeopardise or otherwise prejudice or diminish the value of any of the Charged Property or the effectiveness of the security created by this Deed and shall immediately inform the Lender of anything which occurs which might have that effect.

4. ENFORCEMENT OF RIGHTS

Each Chargor shall use all reasonable endeavours to

- 4.1 procure the prompt observance and performance by the relevant party of the covenants and other obligations imposed on the Chargor's counterparties, in particular, on the lessor in any Lease comprised in the Charged Property and on the lessee in any Lease; and
- 4.2 enforce any rights and institute, continue or defend any proceedings relating to any of the Charged Property which the Lender may from time to time require, in each case, at the Chargor's cost.

5. INFORMATION AND ACCESS

- 5.1 Each Chargor shall deliver to the Lender from time to time on request such information about its business, the Charged Property (including any Mortgaged Properties) and its compliance with the terms of this Deed as the Lender may reasonably require.
- 5.2 Each Chargor shall permit the Lender and/or its representatives, agents or contractors free access at any time upon reasonable notice (but without notice in the case of emergency) to the Charged Property and any books, accounts and records relating to them to examine the state and condition of those assets, to inspect and take copies and extracts from those books, accounts and records, to comply with or object to any direction or notice or other matter served on it or to carry out any repairs or take any other action (including the payment of

money) which the Lender considers necessary or desirable to remedy any failure to comply with any obligation of a Chargor under the Finance Documents.

- 5.3 Without prejudice to the foregoing, the Lender (or anyone else authorised by the Lender) may enter any of the Mortgaged Properties, to examine its condition to verify that the Chargor has performed all of its obligations under the Finance Documents and to carry out any works. Such entry shall be permitted by the Chargor at any time upon reasonable notice (but without notice in the case of emergency) and may be made with or without workmen, plant and materials. It shall not cause the Lender (or anyone else authorised by the Lender) to be liable as a mortgagee in possession.

6 COVENANTS AND LEGAL OBLIGATIONS

Each Chargor shall:

- 6.1 observe, perform and otherwise comply with all covenants and other obligations and matters (whether or not contained in any Lease, agreement or other document) from time to time affecting any of the Charged Property or their use or enjoyment, including those contained in any Lease comprised in the Charged Property of any Charged Property and any other Assigned Agreements and (if required by the Lender) produce evidence to satisfy the Lender that it is complying with this obligation;
- 6.2 comply with all (and not permit any breach of any) bye-laws, other laws and regulations (whether relating to planning, building or any other matter) affecting any of the Charged Property; and
- 6.3 pay (or procure the payment of) all rents, rates, taxes, charges, assessments, impositions and other outgoings of any kind which are from time to time payable (whether by the owner or the occupier) in respect of any of the Charged Property (including any Real Property) and (if required by the Lender) produce evidence of payment to satisfy the Lender.

7 INSURANCE

7.1 Maintenance of insurance

Each Chargor shall, at all times insure and keep insured, with reputable and responsible insurers, those of the Charged Property which are of an insurable nature, either in the name of each Chargor with, at the option of the Lender, the interest of the Lender noted on the Insurance Policies or in the joint names of the Chargor and the Lender.

7.2 Insurance Requirements

This insurance shall:

- (a) be against risks usually insured against by prudent companies carrying on businesses similar to those of each Chargor and on such terms as the Lender may from time to time require;
- (b) be for an amount not less than the full reinstatement or (as applicable) insurable value of the relevant assets (or such other amount as the Lender may in its discretion specify from time to time);
- (c) include cover against:
 - (i) any risks or matters which the Lender may reasonably require from time to time (subject only to availability); and

- (ii) contain a mortgagee provision, a non-vitiation provision and any other provisions which the Lender may reasonably require from time to time to avoid the Lender's interest being prejudiced by any act of, or omission (including a failure to pay a premium) by, a Chargor or any occupier of all or any part of any Charged Property.

7.3 Compliance

Each Chargor shall, at all times:

- (a) comply with the conditions and other terms of its Insurance Policies and not do or permit to be done anything which may make its Insurance Policies void or voidable;
- (b) duly and promptly pay all premiums and other monies necessary to effect and maintain its Insurance Policies; deposit with the Lender all Insurance Policies and produce to the Lender a copy or sufficient extract of each policy together with evidence of the payment of those monies; and
- (c) if required by the Lender, subject to the provisions of any lease of the Charged Property, deliver to the Lender all policies of insurance relating to the Charged Property or produce those policies to the Lender and/or its representatives or agents for inspection.

7.4 Default in relation to insurance

If a Chargor fails to comply with any of its obligations as to insurance, the Lender may, but shall not be required to take out, renew or maintain the relevant insurance on the terms, in the name(s) and in the amount(s) which it considers appropriate.

7.5 Insurance Proceeds

- (a) Following the occurrence of a Default which is continuing, each Chargor shall ensure that all Insurance Proceeds shall immediately be paid to the Lender into such account as the Lender shall require.
- (b) Any Insurance Proceeds not so paid, shall be held by each Chargor on trust for the Lender.

Part 2– Book Debts and Assigned Agreements

1. BOOK DEBTS

1.1 No dealing with Book Debts

Other than permitted under the Facility Agreement, each Chargor shall not create a Security, dispose, release, exchange, compound, set-off, grant time or indulgence or otherwise deal over, of or with its Book Debts otherwise than by getting in and realising them in the ordinary and proper course of business.

1.2 Payment of Book Debts

- (a) Each Chargor shall promptly pay, or procure the prompt payment of, all monies received by it or on its behalf in respect of any of its Book Debts into an Account.
- (b) Upon an Event of Default, at the request of the Lender, each Chargor must execute a legal assignment of the Book Debts to the Lender in such terms as the Lender may

require and give notice of that assignment to the debtors from whom the Book Debts are due, owing or incurred.

2. ASSIGNED AGREEMENTS

Each Chargor shall:

- 2.1 not waive any rights under nor supplement, amend, novate, repudiate, rescind, terminate or permit termination of any Assigned Agreement; and
- 2.2 diligently pursue any remedies available to it for any breach of, or in respect of any claim in relation to, any Assigned Agreement.

Part 3 – Property covenants

1. REGISTRATION

1.1 Registration at Land Registry

Each Chargor shall:

- (a) do all things requested by the Lender to facilitate the registration of this Deed against any Land Registry title comprised in the Mortgaged Properties. For that purpose, each Chargor shall:
 - (i) apply to the relevant Land Registry for a restriction to be entered on each title to the Mortgaged Properties in the following terms: "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 [Deed/Charge] dated [●], in favour of [●] referred to in the charges register or, if appropriate, signed on such proprietor's behalf by its secretary or conveyancer"; and
 - (ii) Each Chargor applies to the Chief Land Registrar for a notice in the following terms to be entered on the Register of Title relating to any Real Property registered at the Land Registry: "The Lenders under a facility agreement dated [●] between among others, [●] as borrowers and [●] as Lenders are under an obligation (subject to the terms of that facility agreement) to [●] to make further advances and the security agreement referred to in the charges register dated [●] in favour of [●] as Lender for the secured creditor referred to in that security agreement secures those further advances";
 - (iii) if the Lender so requests, certify that the security over the Mortgaged Properties created by this Deed does not contravene any of the provisions of its constitutional documents;
- (b) not permit any other person to be registered at Land Registry as proprietor of any of the Mortgaged Properties (or of any interest in any of the Mortgaged Properties); and
- (c) not create or permit to arise any interest which falls within any of the paragraphs of Schedule 3 Land Registration Act 2002 or any interest preserved by the transitional provisions of Schedule 12 Land Registration Act 2002 to the extent and for so long as any interest is so preserved in or over any of the Mortgaged Properties.

2. FUTURE ACQUISITIONS

- 2.1 If any Chargor acquires any Real Property after the date of this Deed, it shall notify the Lender immediately and at the cost of each Chargor, execute and deliver to the Lender a legal mortgage in favour of the Lender if that Real Property in any form (consistent with this Deed) which Lender may require;
- 2.2 if the title to the Real Property is unregistered, it will promptly apply to register this Deed and the security at the Land Charges Registry if the title deeds and documents are not deposited with the Lender; and
- 2.3 if the title to the Real Property is registered at the Land Registry or required to be so registered give the Land Registry written notice of this Security and take the steps set out in paragraph 1. above in respect of such future Real Property and ensure that this Security is correctly noted in the Register of Title thereto.

3. PROPERTY TITLE DOCUMENTS

- 3.1 Each Chargor shall, at the request of the Lender, procure delivery to the Lender all title documents relating to the Mortgaged Properties. The Lender shall be entitled to hold or retain them.
- 3.2 On completion of the registration of this Deed against any Land Registry title comprised in the Real Properties, each Chargor shall supply the Lender with a copy of the title information document for that title.

4. LPA PROVISIONS

- 4.1 No grant, agreement to grant or acceptance of a surrender of a Lease by each Chargor shall have effect or force (by virtue of s99 and s100 Law of Property Act 1925 or otherwise) without the consent of the Lender.
- 4.2 For the purposes of s99 and s100 LPA, "mortgagor" shall include any incumbrancer (as defined in the LPA) deriving title from each Chargor and s99(18) and s100(12) LPA shall not apply.

5. INVESTIGATION OF TITLE

Each Chargor must grant the Lender or its lawyers on request all facilities within the power of each Chargor to enable the Lender or its lawyers (at the expense of each Chargor) after this security has become enforceable to carry out investigations of title to the Real Property (including the making of any enquiries in relation to any part of the Real Property).

6. POWER TO REMEDY

If either Chargor fails to perform any covenant or stipulation or any term of this Deed affecting its Real Property, each Chargor must allow the Lender or its Agents and contractors to do any act or take any action as the Lender may reasonably consider necessary or desirable to enable it to comply with any third party obligation, covenant, notice, stipulation or term, and each Chargor shall immediately on request indemnify the Lender with respect to any costs and expenses incurred in connection with any action taken by it under this clause 14.3.

7. POSITIVE UNDERTAKINGS**7.1 Real Property Undertakings**

Each Chargor shall

- (a) keep its Real Property in good and substantial repair and condition;
- (b) keep its fixtures in a good state of repair and in good working order and condition;
- (c) perform all the material terms on its part contained in any lease, agreement for lease, licence or other agreement or document which gives that Chargor a right to occupy or use property comprised in its Real Property; and
- (d) duly and punctually comply with all material covenants and stipulations affecting the Real Property or the facilities (including access) necessary for the enjoyment and use of the Real Property and indemnify the Lender in respect of any breach of those covenants and stipulations.

8. DEVELOPMENT

Each Chargor shall not at any time

- 8.1 carry out or permit to be carried out on any of the Real Properties any development (within the meaning of that expression in the Planning Acts and being development for which the permission of the local planning authority is required);
- 8.2 otherwise pull down or remove the whole, or any part of, any building forming part of any Real Property;
- 8.3 make any material alterations to any Real Property or sever or unfix or remove any of the fixtures from any of the Real Properties nor remove any of the plant and machinery (other than stock-in-trade or work-in-progress) on any Real Property (except for the purpose and in the course of effecting necessary repairs to that asset or of replacing it with a new or improved model or substitute); and
- 8.4 make (or permit others to make) any application for planning permission in respect of any of the Real Properties.

9. LEASES

Each Chargor shall not without the prior written consent of the Lender surrender or determine or agree to the amendment, determination, surrender or termination of any Lease forming part of the Charged Property.

10. LOCAL AUTHORITY PROPOSALS**10.1 Each Chargor shall**

- (a) give to the Lender a copy of any notice or order (or any proposal for a notice or order) given, issued or made by any local or other authority relating to any Charged Property;
- (b) take all necessary steps to comply with that notice, order or proposal; and
- (c) make or join in making any representations which the Lender requests in respect of

the notice, order or proposal.

- 10.2 Any compensation received as a result of a notice, order or proposal referred to in clause 17(a), pursuant to s25 Law of Property Act 1969 and/or the Landlord and Tenant Act 1954 or otherwise, shall be held on trust for, and promptly paid to, the Lender. The Lender shall apply the compensation as if it constituted proceeds of an enforcement of this Deed.

11. ENVIRONMENT

Each Chargor shall observe and perform all the requirements of environmental law and all applicable Environmental Authorisations, including the maintenance and renewal of all applicable Environmental Authorisations and promptly inform the Lender if it receives (or becomes aware of) of any notice or other communication (including a claim, prosecution, demand, action, official warning, abatement or other order or notice) relating to a breach or potential breach of any environmental law, or any refusal by any person to renew any Environmental Authorisation.

12. NO RESTRICTIVE OBLIGATIONS

Each Chargor shall not, without the prior consent of the Lender, enter into any onerous or restrictive obligations or covenants affecting the whole or any part of any Mortgaged Property or create or permit to arise any overriding interest, easement or right in or over the whole or any part of any Mortgaged Property.

Part 4 – Investment covenants

1. TITLE DOCUMENTS AND REGISTRATIONS

- 1.1 Each Chargor shall, on the date of this Deed and promptly after acquiring howsoever any Investments after the date of this Deed, deliver (or procure that there are delivered) to the Lender (or a nominee specified by the Lender acting on its behalf) all share certificates or other documents of title to or representing its Investments, together with (in each case in form and substance satisfactory to the Lender):

- (a) if any of the Investments is not in its sole name, a declaration of trust in respect of those Investments in its favour duly executed by each person other than the Chargor in whose name those Investments are registered or held;
- (b) any instrument of transfer or assignment of such Investments specified by the Lender duly executed by each person in whose name any of those Investments are registered or held (with the name of the transferee or assignee, the consideration and the date left blank); and
- (c) any other document or thing which the Lender may specify to perfect or improve its security over that Chargor's Investments.

- 1.2 The Lender shall be entitled to hold or retain (or have its nominee hold or retain) all items delivered pursuant to paragraph 1.1.

- 1.3 The Lender may at any time following the occurrence of an Event of Default which is continuing have any of the Investments registered in its name or in the name of a nominee specified by it acting on its behalf.

2. WAIVERS OF PRE-EMPTION RIGHTS

Each Chargor shall ensure that all shareholders of each Company from time to time enter into

waivers in a form satisfactory to the Lender of all pre-emption rights and restrictions in the Articles of Association of that Company from time to time or otherwise which may in any respect vary, restrict or affect the exercise of any rights which may arise in connection with the enforcement of this security or the transfer of the relevant Investments to the Lender or such other person as the Lender may so direct.

3. NO SHARE ISSUES, ETC.

Each Chargor shall ensure (insofar as it is able by the exercise of all voting rights, powers of control and other means available to it) that, no Company will, without the prior consent of the Lender (such consent not to be unreasonably withheld):

- 3.1 issue or allot (or agree to issue or allot) any shares or other securities or enter (or agree to enter) into or permit any agreement or other arrangement to make, or entitle any person to call for, an issue or allotment of that Company's shares or other securities;
- 3.2 in any way modify (or agree to modify) the rights attached to any of the shares in its issued share capital;
- 3.3 increase, consolidate, sub-divide or reduce its share capital (or agree to do any of the same);
- 3.4 alter (or agree to alter) its memorandum or articles of association;
- 3.5 purchase its own shares or reduce its share capital (or agree to do any of the same);
- 3.6 take any step to place itself in liquidation or administration or pass any resolution to wind itself up; or
- 3.7 refuse to register any transfer of any of its shares which may be lodged for registration by or on behalf of the Lender or each Chargor in accordance with this Deed.

4. CALLS AND NOTICES

4.1 Each Chargor shall:

- (a) duly and punctually pay (or ensure that there are paid) all calls, instalments or other payments which may be made or become due in respect of the Investments as and when the same become due from time to time; and
- (b) (and shall procure that its nominee(s) shall) provide the Lender with a copy of any report, accounts, circular, notice or other item sent or provided to it (or to any person on its behalf) in connection with its holding of the Investments or any of them immediately on receipt thereof.

4.2 If a Chargor fails to pay any of the sums referred to in paragraph 4.1, the Lender may, at its discretion but without obligation, make such payments on behalf of each Chargor.

4.3 Any sum paid by the Lender on behalf of a Chargor under paragraph 4.2:

- (a) shall be reimbursed by each Chargor on demand by the Lender on a full indemnity basis;
- (b) is, pending reimbursement, secured by this security and may be debited to any account of the Chargor as the Lender deems fit; and
- (c) shall bear interest on a daily basis from the due date up to the date of actual payment.

(both before and after judgment), at the rate and on the terms from time to time applicable under the relevant document (or, in the absence of an applicable rate and applicable terms, to be calculated and paid under the terms of the Facility Agreement as if it were an Unpaid Sum).

Part 5– Intellectual Property covenants

1. NOTIFICATION

Each Chargor shall notify the Lender with details of all Intellectual Property (including applications for registration) granted to or filed by or on behalf of it that comes into existence after the date of the Deed and shall promptly notify the Lender of any existing or future contracts for it to acquire (by licence or otherwise) any Intellectual Property.

2. PRESERVATION OF INTELLECTUAL PROPERTY

2.1 Each Chargor shall take all necessary action to preserve, safeguard and maintain the subsistence and validity of all present and future rights in, or relating to, the Intellectual Property including (without limitation) the observation of all covenants and stipulations relating to those rights, and by paying all applicable renewal fees, licence fees and other outgoings.

2.2 Each Chargor shall take such steps as may be necessary (including, without limitation, the instruction of legal proceedings) to prevent third parties infringing any of its Intellectual Property (including but not limited to the Intellectual Property set out in Schedule 4 and the Intellectual Property assigned to the Lender under clause 3.2).

2.3 Without the prior written consent of the Lender, each Chargor shall not permit any Intellectual Property to be abandoned, cancelled or to lapse or otherwise deal with, or dispose of such Intellectual Property so as to encumber any rights of the Lender under this Deed.

3. REGISTRATION OF INTELLECTUAL PROPERTY

Each Chargor shall in respect of (i) the Intellectual Property specified in Schedule 4 and (ii) any future Intellectual Property granted to it at any time after this Deed in each case, promptly file with any intellectual property office in any relevant jurisdiction and register the existence and extent of the rights of the Lender under this Deed (at the cost of each Chargor).

EXECUTION of the Deed:

The Chargors

EXECUTED as a deed by Stephen Grahamer
a duly authorised signatory for and on behalf of
JEWISH CHRONICLE LIMITED, in the presence
of

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

EXECUTED as a deed by Stephen Grahamer
a duly authorised signatory for and on behalf of
JEWISH CHRONICLE NEWSPAPER LIMITED,
in the presence of

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

The Lender

EXECUTED as a deed by
a duly authorised signatory for and on behalf of
THE KESSLER FOUNDATION, in the presence
of

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

EXECUTION of the Deed:**The Chargors**

EXECUTED as a deed by)
a duly authorised signatory for and on behalf of)
JEWISH CHRONICLE LIMITED, in the presence)
of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

EXECUTED as a deed by)
a duly authorised signatory for and on behalf of)
JEWISH CHRONICLE NEWSPAPER LIMITED,)
in the presence of:

Signature of Witness:

Name of Witness:

Address of Witness:

Occupation of Witness:

The Lender

EXECUTED as a deed by *Anthony Gresham*)
a duly authorised signatory for and on behalf of)
THE KESSLER FOUNDATION, in the presence)
of:

Signature of Witness:

Name of Witness: *Emily Hemple*

Address of Witness:

Occupation of Witness: