

MR01

Particulars of a charge

109657/13  
laserform

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

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

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

✗ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

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

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

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



A10 09/02/2016 #253  
COMPANIES HOUSE

TUESDAY

**1 Company details**

Company number 0 0 2 2 9 6 0 6

Company name in full BHS Limited

SI For official use

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

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 0 4 0 2 2 0 1 6

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

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

Name GB Europe Management Services Limited

Name

Name

Name

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

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

MR01

Particulars of a charge

4

**Brief description**

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

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

Please limit the description to the available space

Brief description

No specific ship, aircraft or intellectual property have been charged. For full details of the charges, please refer to schedule 1 of the charging document directly. The following leasehold property is subject to a fixed charge: 19 The Mall, Cribbs Causeway Regional Shopping Centre, Patchway, Bristol, England BS34 5GF (title number GR206287)

5

**Other charge or fixed security**

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

☒ Yes

☐ No

6

**Floating charge**

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

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

7

**Negative Pledge**

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

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

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

☐

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

9

**Signature**

Please sign the form here

Signature

Signature

X DLA Piper UK LLP X

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

MR01

## Particulars of a charge

**Presenter information**

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

Contact name CL/358183/34

Company name DLA Piper UK LLP

Address 101 Barbirolli Square

Manchester

Post town

County/Region

Postcode

M

2

3

D

L

Country

DX DX 14304 MANCHESTER

Telephone 08700 111 111

**Certificate**

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

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

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

**Important information**

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

**How to pay**

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

Make cheques or postal orders payable to 'Companies House'

**Where to send**

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

**For companies registered in England and Wales:**

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

**For companies registered in Scotland:**

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

**For companies registered in Northern Ireland**

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

**Further information**

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

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

Dr



FILE COPY

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

Company number 229606

Charge code 0022 9606 0051

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th February 2016 and created by BHS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th February 2016.

Given at Companies House, Cardiff on 12th February 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



DATED

4 FEBRUARY

2016

(1) BHS LIMITED  
as Chargor

- and -

(2) GB EUROPE MANAGEMENT SERVICES LIMITED  
as Lender

### LEGAL CHARGE

relating to  
the leasehold property known as 19 The  
Mall, Cribbs Causeway (having title  
number GR206287)



I CERTIFY THAT, SAVE FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES ACT 2006,  
THIS IS A TRUE COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DATE 5/2/2016

SIGNED DLA Piper UK LLP  
DLA PIPER UK LLP

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THIS DEED is made on

4 FEBRUARY

2016

**BETWEEN:**

- (1) **BHS LIMITED** (a company incorporated in England and Wales with registered number 00229606) with its registered office at 129-137 Marylebone Road, London NW1 5QD (the "**Chargor**"), and
- (2) **GB EUROPE MANAGEMENT SERVICES LIMITED** (a company incorporated in England and Wales with registered number 07203456) with its registered office at 13 Hanover Square, Third Floor, London W1S 1HN (the "**Lender**")

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed

- (a) terms defined in, or construed for the purposes of, the Facility Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed), and

- (b) the following terms have the following meanings

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

"**Assigned Assets**" means the Security Assets expressed to be assigned pursuant to clause 4 2 (*Security assignments*),

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"**Default Rate**" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the relevant Secured Obligations in relation to any amount which is not paid on the due date for payment,

"**Delegate**" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Lender or by a Receiver,

"**Facility Agreement**" means the sterling on demand bridging facility agreement between the Chargor and the Lender dated on or about the date of this Deed,

"**Insurances**" means all policies of insurance (and all cover notes) in relation to the Property which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 2 of schedule 1 (*Details of Security Assets*)),

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

**"Property"** means the property in England and Wales specified in part 1 of schedule 1 (*Details of Security Assets*) and each and every part of it, including, where the context permits

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on that property,
- (b) all easements, servitudes and rights in respect of that property,
- (c) all rents from and proceeds of sale of that property, and
- (d) the benefit of all covenants given in respect of that property,

**"Quasi-Security"** means an arrangement or transaction to

- (a) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (b) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (c) enter into any other preferential arrangement having a similar effect,

**"Receiver"** means a receiver, or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Lender under this Deed,

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to the Lender under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed),

**"Security"** means the Security created or evidenced by or pursuant to this Deed,

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed, and

**"Security Period"** means the period beginning on the date of this Deed and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) the Lender has no further commitment, obligation or liability under or pursuant to the Finance Documents.

## **1.2 Interpretation**

- (a) Unless a contrary indication appears, any reference in this Deed to
  - (i) the **"Chargor"**, the **"Lender"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
  - (ii) **"this Deed"**, the **"Facility Agreement"**, any other **"Finance Document"** or any other agreement or instrument is a reference to this Deed, the Facility Agreement, that other Finance Document or that other agreement or

instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of the Chargor or provides for further advances), and

- (iii) **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting the Chargor
- (b) Each undertaking of the Chargor (other than a payment obligation) contained in this Deed must be complied with at all times during the Security Period and is given by the Chargor for the benefit of the lender,
- (c) The terms of each document evidencing the terms of the Secured Obligations, and of any side letters between any of the parties to them in relation to those documents, are incorporated in this Deed to the extent required to ensure that any disposition of the Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (d) If the Lender reasonably considers that an amount paid by the Chargor to the Lender under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed
- (e) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand

### **1.3 Third party rights**

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed

### **1.4 Delivery**

The Parties intend this Deed to be delivered on the first date specified on page 1 of this Deed

## **2. COVENANT TO PAY**

### **2.1 Covenant to pay**

The Chargor, as principal obligor and not merely as surety, covenants in favour of the Lender that it will pay and discharge the Secured Obligations from time to time when they fall due, or if there is no due date, on demand

### **2.2 Default interest**

- (a) Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full, at the Default Rate from time to time (provided that further default interest under this Deed shall not be payable on any amount of default interest accrued prior to that amount being compounded so as to form part of the principal amount due to the Lender)

- (b) Default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Lender states are appropriate

### **3. GRANT OF SECURITY**

All Security and dispositions created or made by or pursuant to this Deed are created or made

- (a) in favour of the Lender,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

### **4. FIXED SECURITY**

#### **4.1 Fixed charges**

The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Chargor, or in which it from time to time has an interest

- (a) by way of first legal mortgage the Property,
- (b) by way of first fixed charge
  - (i) the benefit of all agreements relating to the Property (including any Insurances implemented by any landlord of the Property for the benefit of the Property),
  - (ii) all fittings at any time on the Property, and
  - (iii) the proceeds of sale of all or any part of the Property,
- (c) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*) by way of first fixed charge such Assigned Asset, and
- (d) the benefit of all licences, consents, and Authorisations held or used in connection with the Chargor's ownership or use of the Property

#### **4.2 Security assignments**

The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to all Insurances. To the extent that any Insurance is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances,

#### **4.3 Notice of assignment and/or charge**

Immediately upon execution of this Deed (and immediately upon the obtaining of any Insurance after the date of this Deed) the Chargor shall deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Lender an acknowledgement, in each

case in the respective forms set out in schedule 2 (*Form of notice to and acknowledgement by insurers*), or in such other form as the Lender shall agree

#### **4.4 Assigned Assets**

The Lender is not obliged to take any steps necessary to preserve any Assigned Asset or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed

### **5. CONTINUING SECURITY**

#### **5.1 Continuing security**

This Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period

#### **5.2 Additional and separate security**

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Lender may at any time hold for any Secured Obligation

#### **5.3 Right to enforce**

This Deed may be enforced against the Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security held by or available to it

### **6. LIABILITY OF CHARGOR RELATING TO SECURITY ASSETS**

Notwithstanding anything contained in this Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Lender is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation

### **7. REPRESENTATIONS**

#### **7.1 General**

The Chargor makes the representations and warranties set out in this clause 7 to the Lender

#### **7.2 Ownership of Security Assets**

Subject to this Deed, the Chargor is the sole legal and beneficial owner of all the Security Assets

#### **7.3 Time when representations made**

- (a) All the representations and warranties in this clause 7 are made by the Chargor on the date of this Deed and are also deemed to be made by the Chargor every month after the date of this Deed, and

- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made

## **8. UNDERTAKINGS BY THE CHARGOR**

### **8.1 Negative pledge and disposals**

The Chargor shall not do or agree to do any of the following

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than with the prior written consent of the Lender, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset other than with the prior written consent of the Lender

### **8.2 Deposit of documents and notices**

The Chargor shall, following a written request from the Lender, deposit with the Lender

- (a) all deeds and documents of title in its possession or control relating to the Property, and
- (b) all local land charges, land charges and the Land Registry search certificates and similar documents received by or on behalf of the Chargor,

(each of which the Lender may hold throughout the Security Period)

### **8.3 Investigations**

The Chargor shall grant the Lender on request all facilities within the power of the Chargor to enable the Lender (or its lawyers) to carry out investigations of title to the Property and to make all enquiries in relation to any part of the Property which a prudent mortgagee might carry out. Those investigations shall be carried out at the expense of the Chargor.

### **8.4 Insurance**

The Chargor shall at all times comply with its obligations as to insurance and the proceeds of insurance contained in the Facility Agreement (and in particular, clause 23.3 (*Insurance*) of the Facility Agreement).

## **9. POWER TO REMEDY**

### **9.1 Power to remedy**

If at any time the Chargor does not comply with any of its obligations under the Finance Documents, the Lender (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The Chargor irrevocably authorises the Lender and its employees and agents by way of security to do all such things (including entering the property of the Chargor) which are necessary or desirable to rectify that default.

## **9.2 Mortgagee in possession**

The exercise of the powers of the Lender under this clause 9 shall not render it liable as a mortgagee in possession

## **9.3 Monies expended**

The Chargor shall pay to the Lender on demand any monies which are expended by the Lender in exercising its powers under this clause 9, together with interest at the Default Rate from the date on which those monies were expended by the Lender (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*)

# **10. WHEN SECURITY BECOMES ENFORCEABLE**

## **10.1 When enforceable**

This Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing

## **10.2 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing

## **10.3 Enforcement**

After this Security has become enforceable, and for so long as it remains enforceable, the Lender may in its absolute discretion enforce all or any part of this Security in such manner as it sees fit

# **11. ENFORCEMENT OF SECURITY**

## **11.1 General**

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to this Security

## **11.2 Powers of leasing**

The statutory powers of leasing conferred on the Lender 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 section 99 or 100 of the Act

## **11.3 Powers of the Lender**

At any time after this Security becomes enforceable and for so long as it remains enforceable (or if so requested by the Chargor by written notice at any time), the Lender may without further notice (unless required by law)

- (a) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets, and/or

- (b) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver

#### **11.4 Redemption of prior mortgages**

At any time after this Security has become enforceable, and for so long as it remains enforceable, the Lender may

- (a) redeem any prior Security against any Security Asset, and/or
- (b) procure the transfer of that Security to itself, and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on the Chargor

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Lender on demand

#### **11.5 Privileges**

- (a) Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargor under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226)) each Receiver and the Lender shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations
- (c) For the purpose of clause 11 5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it

#### **11.6 No liability**

- (a) Neither the Lender nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct)
- (b) Without prejudice to the generality of clause 11 6(a), neither the Lender nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

### **11.7 Protection of third parties**

No person (including a purchaser) dealing with the Lender or any Receiver or Delegate will be concerned to enquire

- (a) whether the Secured Obligations have become payable, or
- (b) whether any power which the Lender or the Receiver is purporting to exercise has become exercisable, or
- (c) whether any money remains due under any Finance Document, or
- (d) how any money paid to the Lender or to the Receiver is to be applied

## **12. RECEIVER**

### **12.1 Removal and replacement**

The Lender may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated

### **12.2 Multiple Receivers**

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document)

### **12.3 Remuneration**

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender)

### **12.4 Payment by Receiver**

Only monies actually paid by a Receiver to the Lender in relation to the Secured Obligations shall be capable of being applied by the Lender in discharge of the Secured Obligations

### **12.5 Agent of Chargor**

Any Receiver shall be the agent of the Chargor. The Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Lender shall incur no liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason

### **13. POWERS OF RECEIVER**

#### **13.1 General powers**

Any Receiver shall have, in relation to the Security Assets

- (a) all the powers which are conferred on the Lender by clause 11.3 (*Powers of the Lender*),
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act,
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986, and
- (d) all powers which are conferred by any other law conferring power on receivers

#### **13.2 Additional powers**

In addition to the powers referred to in clause 13.1 (*General powers*), a Receiver shall have the following powers

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed,
- (b) to manage the Security Assets and the business of the Chargor in respect of the Security Assets as he thinks fit,
- (c) to redeem any Security over the Security Assets and to borrow or raise any money and secure the payment of any money on the Security Assets in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise,
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation,
  - (i) fixtures may be severed and sold separately from the Security Assets containing them, without the consent of the Chargor,
  - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party), and
  - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit,
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land forming part of the Security Assets and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in relation to the Security Assets in which the Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development,

completion, construction, modification, refurbishment or repair of any building or land),

- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor,
- (g) to take any such proceedings (in the name of the Chargor or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment),
- (h) in relation to the Security Assets, to enter into or make any such agreement, arrangement or compromise as he shall think fit,
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Lender shall direct),
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm),
- (k) to form one or more Subsidiaries of the Chargor and to transfer to any such Subsidiary all or any part of the Security Assets,
- (l) to operate any rent review clause in respect of any Security Assets in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease, and
- (m) to
  - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset,
  - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets, and
  - (iii) use the name of the Chargor for any of the above purposes

## **14. APPLICATION OF PROCEEDS**

### **14.1 Application**

All monies received by the Lender or any Receiver under or in connection with this Deed or the Security Assets after this Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to this Security) be applied in the following order

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made, by the Lender or any Receiver or Delegate, and of all remuneration due to the Receiver, in connection with this Deed or the Security Assets,

- (b) *secondly*, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 14.3 (*Appropriation and suspense account*), and
- (c) *thirdly*, in payment of any surplus to the Chargor or other person entitled to it

#### 14.2 Contingencies

If this Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Lender or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Lender may determine)

#### 14.3 Appropriation and suspense account

- (a) Subject to clause 14.1 (*Application*), the Lender shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine
- (b) Any such appropriation shall override any appropriation by the Chargor
- (c) All monies received, recovered or realised by the Lender under or in connection with this Deed may at the discretion of the Lender be credited to a separate interest-bearing suspense account for so long as the Lender determines (with interest accruing thereon at such rate (if any) as the Lender may determine) without the Lender having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations

#### 15. SET-OFF

- (a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Lender by the Chargor) against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (b) At any time after this Security has become enforceable (and in addition to its rights under paragraph (a) above), the Lender may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (c) If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off
- (d) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation

#### 16. DELEGATION

Each of the Lender and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Lender

nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate

## **17. FURTHER ASSURANCES**

### **17.1 Further action**

The Chargor shall, at its own expense, immediately do all acts and execute all documents as the Lender or a Receiver may reasonably specify (and in such form as the Lender or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by this Deed, and
- (b) facilitating the realisation of any Security Asset, or
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Lender, or any Receiver or any Delegate in respect of any Security Asset

This includes

- (i) the re-execution of this Deed,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Lender or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may think expedient

### **17.2 Security Documents**

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender

### **17.3 Specific security**

Without prejudice to the generality of clause 17.1 (*Further action*), the Chargor will immediately upon request by the Lender execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed.

## **18. POWER OF ATTORNEY**

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any Delegate to be its attorney to take any action which the Chargor is obliged to take under this Deed, including under clause 17 (*Further assurances*) which the Chargor has failed to take. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause

## **19. CURRENCY CONVERSION**

All monies received or held by the Lender or any Receiver under this Deed may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Lender's spot rate of exchange. The Chargor shall indemnify the Lender against all costs, charges and expenses incurred in relation to such conversion. Neither the Lender nor any Receiver shall have any liability to the Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

## **20. CHANGES TO THE PARTIES**

### **20.1 Charging Companies**

The Chargor may not assign any of its rights or obligations under this Deed.

### **20.2 Lender**

The Lender may assign or transfer all or any part of its rights under this Deed. The Chargor shall, immediately upon being requested to do so by the Lender, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

## **21. MISCELLANEOUS**

### **21.1 New accounts**

- (a) If the Lender receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee ceases to continue in force and/or the proceeds of sale of any Security Asset, it may open a new account or accounts for the Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

### **21.2 Tacking**

- (a) The Lender shall perform its obligations (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

### **21.3 Articles of association**

The Chargor certifies that this Security does not contravene any of the provisions of its articles of association.

### **21.4 Land Registry**

- (a) The Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Lender) for a restriction in the

following terms to be entered on the Register of Title relating to any of the Property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ♦ ] 20[ ♦ ] in favour of [ ♦ ] referred to in the charges register or their conveyancer "*

(b) The Chargor

- (i) authorises the Lender to make any application which the Lender deems appropriate for the designation of this Deed or any other document evidencing the Secured Obligations as an exempt information document under rule 136 of the Land Registration Rules 2003,
  - (ii) shall use all reasonable endeavours to assist with any such application made by or on behalf of the Lender, and
  - (iii) shall notify the Lender in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed or any other document evidencing the Secured Obligations following its designation as an exempt information document
- (c) The Chargor shall not make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document
- (d) The Chargor shall promptly make all applications to and filings with Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Security

## 22. NOTICES

### 22.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter

### 22.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) or delivered under or in connection with this Deed is

- (a) in the case of the Chargor, that identified with its name below, and
- (b) in the case of the Lender, that identified with its name below or notified in writing to the Chargor on or after the date of this Deed,

or any substitute address, fax number or department or officer shall be made by not less than five Business Days' notice

### **22.3 Delivery**

- (a) Subject to clause 22 3(b), any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective
  - (i) if by way of fax, when received in legible form, or
  - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,and, if a particular department or officer is specified as part of its address details provided under clause 22 2 (*Addresses*), if addressed to that department or officer
- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose)

### **23 CALCULATIONS AND CERTIFICATES**

Any certificate of or determination by the Lender specifying the amount of any Secured Obligation due from the Chargor (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargor of the matters to which it relates

### **24 PARTIAL INVALIDITY**

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

### **25. REMEDIES AND WAIVERS**

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

### **26. AMENDMENTS AND WAIVERS**

Any provision of this Deed may be amended only if the Lender and the Chargor so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given

**27. COUNTERPARTS**

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

**28. RELEASE**

**28.1 Release**

Upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from this Security

**28.2 Reinstatement**

Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargor under this Deed shall continue as if the discharge or arrangement had not occurred. The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

**29. GOVERNING LAW**

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

**30. ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- (c) This clause 30 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions

**IN WITNESS** of which this Deed has been duly executed by the Chargor as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Deed

## SCHEDULE 1: DETAILS OF SECURITY ASSETS

### Part 1: Property

Registered land		
Address	Administrative area	Title number
The leasehold property located at 19 The Mall, Cribbs Causeway Regional Shopping Centre, Patchway, Bristol, England BS34 5GF	South Gloucestershire	GR206287

### Part 2: Insurances

Insurer	Policy number	Risks covered
<b>Lead Insurer:</b>  Allianz Global Corporate and Speciality SE - 38% line policy number GBP002089151	GBP002089151	Property Damage and Business Interruption
<b>Co-insurers:</b>  QBE Insurance (Europe) Limited - 10 5% line Y103850QBE011	Y103850QBE011	
Swiss Re International SE - 10 5% line MH120740	MH120740	
Liberty Mutual Insurance Europe Ltd - 9% line 100014982-01	100014982-01	
Mitsui 3210 (Lloyds syndicate) - 9% line CDRRBG15AA	CDRRBG15AA	
Royal & Sun Alliance plc - 13% line YMM901167	YMM901167	
Allied World Assurance Company (Europe) Limited - 5% line (Europe) Limited PO22996/00	PO22996/00	
AXA Corporate Solutions - 5% line XUK0022993PR15A	XUK0022993PR15A	

Insurer	Policy number	Risks covered
Placed with various Lloyds' syndicates being  ARK 4020 25%  TAL 1183 22 5%  CSL 1084 10%  ARG 2121 7%  AUL 1274 7%  PEM 4000 7%  AES 1225 7%  BRT 2987 4 5%  CCL 3010 5%  AUW 609 5%	B0801/11211L15	Terrorism
Royal & Sun Alliance Insurance plc	JLTRS917F636110	Property Owners Insurance

## SCHEDULE 2: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To [Insert name and address of insurer]

Dated [◆] ] 20[◆]

Dear Sirs

Re: [Describe insurance policies] dated [◆] ] 20[◆] between (1) you and (2) [◆] ] (the "Chargor")

- 1 We give notice that, by a legal charge dated [◆] ] 20[◆] (the "Legal Charge"), we have assigned to GB Europe Management Services Limited (the "Lender") all our present and future right, title and interest in and to the policies described above (together with any other agreement supplementing or amending the same, the "Policies") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies
- 2 We irrevocably authorise and instruct you from time to time
  - (a) to disclose to the Lender at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Lender may from time to time request,
  - (b) to hold all sums from time to time due and payable by you to us under the Policies to the order of the Lender,
  - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Lender from time to time,
  - (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Legal Charge, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Lender (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction), and
  - (e) to send copies of all notices and other information given or received under the Policies to the Lender
- 3 We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Lender's interest as first loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above
- 4 We are not permitted to receive from you, otherwise than through the Lender, any amount in respect of or on account of the sums payable to us from time to time under the Policies [in excess of £[◆] ]] or to agree any amendment or supplement to, or waive any obligation under, the Policies without the prior written consent of the Lender
- 5 This notice may only be revoked or amended with the prior written consent of the Lender

- 6 Please confirm by completing the enclosed copy of this notice and returning it to the Lender (with a copy to us) that you agree to the above and that
- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,
  - (b) you have not, at the date this notice is returned to the Lender, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Lender promptly if you should do so in future,
  - (c) you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Lender, and
  - (d) you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of the Lender
- 7 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

---

for and on behalf of  
**BHS LIMITED**

[On copy]

To GB Europe Management Services Limited

as Lender  
[ADDRESS]

Copy to BHS Limited

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms We confirm and agree to the matters set out in paragraph [6] in the above notice

---

for and on behalf of  
[◆ ]

Dated [◆ ] 20[◆]

EXECUTION PAGE

THE CHARGOR

Executed as a deed by **BHS LIMITED** by a )  
director in the presence of a witness )

Signature



Name (block capitals)

DOMINIC CHAPPELL  
Director

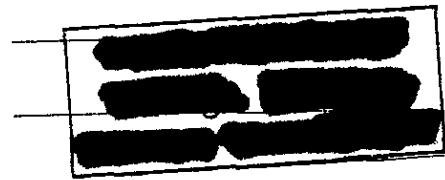
Witness signature



Witness name  
(block capitals)

CAROLINE BODMAN

Witness address



Address: 129-137 Marylebone Road, London NW1 5QD

Facsimile No: N/A

Attention: Dominic Chappell

THE LENDER

Signed by \_\_\_\_\_ for )  
and on behalf of **GB EUROPE** )  
**MANAGEMENT SERVICES LIMITED** )

Signature \_\_\_\_\_

Address: 13 Hanover Square, Third Floor, London W1S 1HN

Facsimile No: N/A

Attention: Martyn Cryer



DATED 4 February 2016

(1) BHS LIMITED  
as Chargor

- and -

(2) GB EUROPE MANAGEMENT SERVICES LIMITED  
as Lender

**LEGAL CHARGE**  
relating to  
the leasehold property known as 19 The  
Mall, Cribbs Causeway (having title  
number GR206287)



I CERTIFY THAT SAVE FOR MATERIAL REDACTED  
PURSUANT TO s859G OF THE COMPANIES ACT 2006,  
THIS IS A TRUE, COMPLETE AND CORRECT COPY  
OF THE ORIGINAL INSTRUMENT

DATE 5/2/2016

SIGNED DLA Piper UK LLP  
DLA PIPER UK LLP

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THIS DEED is made on

4 February

2016

**BETWEEN:**

- (1) **BHS LIMITED** (a company incorporated in England and Wales with registered number 00229606) with its registered office at 129-137 Marylebone Road, London NW1 5QD (the "**Chargor**"), and
- (2) **GB EUROPE MANAGEMENT SERVICES LIMITED** (a company incorporated in England and Wales with registered number 07203456) with its registered office at 13 Hanover Square, Third Floor, London W1S 1HN (the "**Lender**")

**IT IS AGREED:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

In this Deed

- (a) terms defined in, or construed for the purposes of, the Facility Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed), and

- (b) the following terms have the following meanings

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

"**Assigned Assets**" means the Security Assets expressed to be assigned pursuant to clause 4.2 (*Security assignments*),

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration,

"**Default Rate**" means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the relevant Secured Obligations in relation to any amount which is not paid on the due date for payment,

"**Delegate**" means any delegate, sub-delegate, agent, attorney or co-trustee appointed by the Lender or by a Receiver,

"**Facility Agreement**" means the sterling on demand bridging facility agreement between the Chargor and the Lender dated on or about the date of this Deed,

"**Insurances**" means all policies of insurance (and all cover notes) in relation to the Property which are at any time held by or written in favour of the Chargor, or in which the Chargor from time to time has an interest (including, without limitation the policies of insurance (if any) specified in part 2 of schedule 1 (*Details of Security Assets*)),

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

**"Property"** means the property in England and Wales specified in part 1 of schedule 1 (*Details of Security Assets*) and each and every part of it, including, where the context permits

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on that property,
- (b) all easements, servitudes and rights in respect of that property,
- (c) all rents from and proceeds of sale of that property, and
- (d) the benefit of all covenants given in respect of that property,

**"Quasi-Security"** means an arrangement or transaction to

- (a) sell, transfer or otherwise dispose of any of its receivables on recourse terms,
- (b) enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts, or
- (c) enter into any other preferential arrangement having a similar effect,

**"Receiver"** means a receiver, or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Lender under this Deed,

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to the Lender under or pursuant to any Finance Document (including all monies covenanted to be paid under this Deed),

**"Security"** means the Security created or evidenced by or pursuant to this Deed,

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed, and

**"Security Period"** means the period beginning on the date of this Deed and ending on the date on which

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full, and
- (b) the Lender has no further commitment, obligation or liability under or pursuant to the Finance Documents

## **1.2 Interpretation**

- (a) Unless a contrary indication appears, any reference in this Deed to
  - (i) the **"Chargor"**, the **"Lender"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees,
  - (ii) **"this Deed"**, the **"Facility Agreement"**, any other **"Finance Document"** or any other agreement or instrument is a reference to this Deed, the Facility Agreement, that other Finance Document or that other agreement or

instrument as amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of the Chargor or provides for further advances), and

- (iii) **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting the Chargor
- (b) Each undertaking of the Chargor (other than a payment obligation) contained in this Deed must be complied with at all times during the Security Period and is given by the Chargor for the benefit of the lender,
- (c) The terms of each document evidencing the terms of the Secured Obligations, and of any side letters between any of the parties to them in relation to those documents, are incorporated in this Deed to the extent required to ensure that any disposition of the Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- (d) If the Lender reasonably considers that an amount paid by the Chargor to the Lender under a Finance Document is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed
- (e) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand

### **1.3 Third party rights**

A person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed

### **1.4 Delivery**

The Parties intend this Deed to be delivered on the first date specified on page 1 of this Deed.

## **2. COVENANT TO PAY**

### **2.1 Covenant to pay**

The Chargor, as principal obligor and not merely as surety, covenants in favour of the Lender that it will pay and discharge the Secured Obligations from time to time when they fall due, or if there is no due date, on demand

### **2.2 Default interest**

- (a) Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full, at the Default Rate from time to time (provided that further default interest under this Deed shall not be payable on any amount of default interest accrued prior to that amount being compounded so as to form part of the principal amount due to the Lender)

- (b) Default interest will accrue from day to day on a year of 365 days and will be compounded at such intervals as the Lender states are appropriate

### **3. GRANT OF SECURITY**

All Security and dispositions created or made by or pursuant to this Deed are created or made.

- (a) in favour of the Lender,
- (b) with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994, and
- (c) as continuing security for payment of the Secured Obligations

### **4. FIXED SECURITY**

#### **4.1 Fixed charges**

The Chargor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Chargor, or in which it from time to time has an interest

- (a) by way of first legal mortgage the Property,
- (b) by way of first fixed charge
  - (i) the benefit of all agreements relating to the Property (including any Insurances implemented by any landlord of the Property for the benefit of the Property),
  - (ii) all fittings at any time on the Property, and
  - (iii) the proceeds of sale of all or any part of the Property,
- (c) to the extent that any Assigned Asset is not effectively assigned under clause 4.2 (*Security assignments*) by way of first fixed charge such Assigned Asset, and
- (d) the benefit of all licences, consents, and Authorisations held or used in connection with the Chargor's ownership or use of the Property

#### **4.2 Security assignments**

The Chargor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to all Insurances. To the extent that any Insurance is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Chargor to any proceeds of such Insurances,

#### **4.3 Notice of assignment and/or charge**

Immediately upon execution of this Deed (and immediately upon the obtaining of any Insurance after the date of this Deed) the Chargor shall deliver a duly completed notice of assignment to each other party to that Insurance, and shall use its reasonable endeavours to procure that each such party executes and delivers to the Lender an acknowledgement, in each

case in the respective forms set out in schedule 2 (*Form of notice to and acknowledgement by insurers*), or in such other form as the Lender shall agree.

#### **4.4 Assigned Assets**

The Lender is not obliged to take any steps necessary to preserve any Assigned Asset or to make any enquiries as to the nature or sufficiency of any payment received by it pursuant to this Deed

### **5. CONTINUING SECURITY**

#### **5.1 Continuing security**

This Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period

#### **5.2 Additional and separate security**

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security which the Lender may at any time hold for any Secured Obligation

#### **5.3 Right to enforce**

This Deed may be enforced against the Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security held by or available to it

### **6. LIABILITY OF CHARGOR RELATING TO SECURITY ASSETS**

Notwithstanding anything contained in this Deed or implied to the contrary, the Chargor remains liable to observe and perform all conditions and obligations assumed by it in relation to the Security Assets. The Lender is under no obligation to perform or fulfil any such condition or obligation or to make any payment in respect of any such condition or obligation

### **7. REPRESENTATIONS**

#### **7.1 General**

The Chargor makes the representations and warranties set out in this clause 7 to the Lender

#### **7.2 Ownership of Security Assets**

Subject to this Deed, the Chargor is the sole legal and beneficial owner of all the Security Assets

#### **7.3 Time when representations made**

- (a) All the representations and warranties in this clause 7 are made by the Chargor on the date of this Deed and are also deemed to be made by the Chargor every month after the date of this Deed, and

- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made

## **8. UNDERTAKINGS BY THE CHARGOR**

### **8.1 Negative pledge and disposals**

The Chargor shall not do or agree to do any of the following

- (a) create or permit to subsist any Security or Quasi-Security on any Security Asset other than with the prior written consent of the Lender, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset other than with the prior written consent of the Lender

### **8.2 Deposit of documents and notices**

The Chargor shall, following a written request from the Lender, deposit with the Lender

- (a) all deeds and documents of title in its possession or control relating to the Property, and
- (b) all local land charges, land charges and the Land Registry search certificates and similar documents received by or on behalf of the Chargor,

(each of which the Lender may hold throughout the Security Period)

### **8.3 Investigations**

The Chargor shall grant the Lender on request all facilities within the power of the Chargor to enable the Lender (or its lawyers) to carry out investigations of title to the Property and to make all enquiries in relation to any part of the Property which a prudent mortgagee might carry out. Those investigations shall be carried out at the expense of the Chargor.

### **8.4 Insurance**

The Chargor shall at all times comply with its obligations as to insurance and the proceeds of insurance contained in the Facility Agreement (and in particular, clause 23.3 (*Insurance*) of the Facility Agreement)

## **9. POWER TO REMEDY**

### **9.1 Power to remedy**

If at any time the Chargor does not comply with any of its obligations under the Finance Documents, the Lender (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The Chargor irrevocably authorises the Lender and its employees and agents by way of security to do all such things (including entering the property of the Chargor) which are necessary or desirable to rectify that default.

## **9.2 Mortgagee in possession**

The exercise of the powers of the Lender under this clause 9 shall not render it liable as a mortgagee in possession

## **9.3 Monies expended**

The Chargor shall pay to the Lender on demand any monies which are expended by the Lender in exercising its powers under this clause 9, together with interest at the Default Rate from the date on which those monies were expended by the Lender (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*)

## **10. WHEN SECURITY BECOMES ENFORCEABLE**

### **10.1 When enforceable**

This Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing

### **10.2 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing

### **10.3 Enforcement**

After this Security has become enforceable, and for so long as it remains enforceable, the Lender may in its absolute discretion enforce all or any part of this Security in such manner as it sees fit

## **11. ENFORCEMENT OF SECURITY**

### **11.1 General**

For the purposes of all rights and powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to this Security

### **11.2 Powers of leasing**

The statutory powers of leasing conferred on the Lender 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 section 99 or 100 of the Act

### **11.3 Powers of the Lender**

At any time after this Security becomes enforceable and for so long as it remains enforceable (or if so requested by the Chargor by written notice at any time), the Lender may without further notice (unless required by law)

- (a) appoint any person (or persons) to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or

- (b) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver

#### **11.4 Redemption of prior mortgages**

At any time after this Security has become enforceable, and for so long as it remains enforceable, the Lender may

- (a) redeem any prior Security against any Security Asset, and/or
- (b) procure the transfer of that Security to itself, and/or
- (c) settle and pass the accounts of the holder of any prior Security and any accounts so settled and passed shall be conclusive and binding on the Chargor

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Lender on demand

#### **11.5 Privileges**

- (a) Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply
- (b) To the extent that the Security Assets constitute "*financial collateral*" and this Deed and the obligations of the Chargor under this Deed constitute a "*security financial collateral arrangement*" (in each case for the purpose of and as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226)) each Receiver and the Lender shall have the right after this Security has become enforceable to appropriate all or any part of that financial collateral in or towards the satisfaction of the Secured Obligations
- (c) For the purpose of clause 11 5(b), the value of the financial collateral appropriated shall be such amount as the Receiver or Lender reasonably determines having taken into account advice obtained by it from an independent investment or accountancy firm of national standing selected by it

#### **11.6 No liability**

- (a) Neither the Lender nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct)
- (b) Without prejudice to the generality of clause 11 6(a), neither the Lender nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable

### **11.7 Protection of third parties**

No person (including a purchaser) dealing with the Lender or any Receiver or Delegate will be concerned to enquire

- (a) whether the Secured Obligations have become payable, or
- (b) whether any power which the Lender or the Receiver is purporting to exercise has become exercisable, or
- (c) whether any money remains due under any Finance Document, or
- (d) how any money paid to the Lender or to the Receiver is to be applied

## **12. RECEIVER**

### **12.1 Removal and replacement**

The Lender may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated

### **12.2 Multiple Receivers**

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document)

### **12.3 Remuneration**

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender)

### **12.4 Payment by Receiver**

Only monies actually paid by a Receiver to the Lender in relation to the Secured Obligations shall be capable of being applied by the Lender in discharge of the Secured Obligations

### **12.5 Agent of Chargor**

Any Receiver shall be the agent of the Chargor. The Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Lender shall incur no liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

### **13. POWERS OF RECEIVER**

#### **13.1 General powers**

Any Receiver shall have, in relation to the Security Assets

- (a) all the powers which are conferred on the Lender by clause 11.3 (*Powers of the Lender*),
- (b) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act,
- (c) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986, and
- (d) all powers which are conferred by any other law conferring power on receivers

#### **13.2 Additional powers**

In addition to the powers referred to in clause 13.1 (*General powers*), a Receiver shall have the following powers

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets and the business of the Chargor in respect of the Security Assets as he thinks fit,
- (c) to redeem any Security over the Security Assets and to borrow or raise any money and secure the payment of any money on the Security Assets in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise,
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act, and, without limitation,
  - (i) fixtures may be severed and sold separately from the Security Assets containing them, without the consent of the Chargor,
  - (ii) the consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party), and
  - (iii) any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit,
- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land forming part of the Security Assets and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in relation to the Security Assets in which the Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development,

completion, construction, modification, refurbishment or repair of any building or land),

- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor,
- (g) to take any such proceedings (in the name of the Chargor or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment),
- (h) in relation to the Security Assets, to enter into or make any such agreement, arrangement or compromise as he shall think fit,
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Lender shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of the Chargor and to transfer to any such Subsidiary all or any part of the Security Assets,
- (l) to operate any rent review clause in respect of any Security Assets in respect of which he was appointed (or any part thereof) and to apply for any new or extended lease, and
- (m) to
  - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset,
  - (ii) exercise in relation to each Security Asset all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets, and
  - (iii) use the name of the Chargor for any of the above purposes

## **14. APPLICATION OF PROCEEDS**

### **14.1 Application**

All monies received by the Lender or any Receiver under or in connection with this Deed or the Security Assets after this Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to this Security) be applied in the following order

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made, by the Lender or any Receiver or Delegate, and of all remuneration due to the Receiver, in connection with this Deed or the Security Assets,

- (b) *secondly*, in or towards satisfaction of the remaining Secured Obligations in accordance with clause 14.3 (*Appropriation and suspense account*), and
- (c) *thirdly*, in payment of any surplus to the Chargor or other person entitled to it

#### **14.2 Contingencies**

If this Security is enforced at a time when no amounts are due under the Finance Documents (but at a time when amounts may become so due), the Lender or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account (bearing interest at such rate (if any) as the Lender may determine)

#### **14.3 Appropriation and suspense account**

- (a) Subject to clause 14.1 (*Application*), the Lender shall apply all payments received in respect of the Secured Obligations in reduction of any part of the Secured Obligations in any order or manner which it may determine
- (b) Any such appropriation shall override any appropriation by the Chargor
- (c) All monies received, recovered or realised by the Lender under or in connection with this Deed may at the discretion of the Lender be credited to a separate interest-bearing suspense account for so long as the Lender determines (with interest accruing thereon at such rate (if any) as the Lender may determine) without the Lender having any obligation to apply such monies and interest or any part of it in or towards the discharge of any of the Secured Obligations

#### **15. SET-OFF**

- (a) The Lender may (but shall not be obliged to) set off any obligation which is due and payable by the Chargor and unpaid (whether under the Finance Documents or which has been assigned to the Lender by the Chargor) against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (b) At any time after this Security has become enforceable (and in addition to its rights under paragraph (a) above), the Lender may (but shall not be obliged to) set-off any contingent liability owed by the Chargor under any Finance Document against any obligation (whether or not matured) owed by the Lender to the Chargor, regardless of the place of payment, booking branch or currency of either obligation
- (c) If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.
- (d) If either obligation is unliquidated or unascertained, the Lender may set off in an amount estimated by it in good faith to be the amount of that obligation

#### **16. DELEGATION**

Each of the Lender and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by them under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Lender

nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate

## **17. FURTHER ASSURANCES**

### **17.1 Further action**

The Chargor shall, at its own expense, immediately do all acts and execute all documents as the Lender or a Receiver may reasonably specify (and in such form as the Lender or a Receiver may reasonably require) for

- (a) creating, perfecting or protecting the Security intended to be created by this Deed, and
- (b) facilitating the realisation of any Security Asset, or
- (c) facilitating the exercise of any rights, powers and remedies exercisable by the Lender, or any Receiver or any Delegate in respect of any Security Asset

This includes.

- (i) the re-execution of this Deed,
- (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment, assignation or assurance of any property, whether to the Lender or to its nominee, and
- (iii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Lender may think expedient.

### **17.2 Security Documents**

The Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender

### **17.3 Specific security**

Without prejudice to the generality of clause 17.1 (*Further action*), the Chargor will immediately upon request by the Lender execute any document contemplated by that clause over any Security Asset which is subject to or intended to be subject to any fixed security under this Deed

## **18. POWER OF ATTORNEY**

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any Delegate to be its attorney to take any action which the Chargor is obliged to take under this Deed, including under clause 17 (*Further assurances*) which the Chargor has failed to take. The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause

## **19. CURRENCY CONVERSION**

All monies received or held by the Lender or any Receiver under this Deed may be converted from their existing currency into such other currency as the Lender or the Receiver considers necessary or desirable to cover the obligations and liabilities comprised in the Secured Obligations in that other currency at the Lender's spot rate of exchange. The Chargor shall indemnify the Lender against all costs, charges and expenses incurred in relation to such conversion. Neither the Lender nor any Receiver shall have any liability to the Chargor in respect of any loss resulting from any fluctuation in exchange rates after any such conversion.

## **20. CHANGES TO THE PARTIES**

### **20.1 Charging Companies**

The Chargor may not assign any of its rights or obligations under this Deed.

### **20.2 Lender**

The Lender may assign or transfer all or any part of its rights under this Deed. The Chargor shall, immediately upon being requested to do so by the Lender, enter into such documents as may be necessary or desirable to effect such assignment or transfer.

## **21. MISCELLANEOUS**

### **21.1 New accounts**

- (a) If the Lender receives, or is deemed to be affected by, notice, whether actual or constructive, of any subsequent Security affecting any Security Asset and/or the proceeds of sale of any Security Asset or any guarantee ceases to continue in force and/or the proceeds of sale of any Security Asset, it may open a new account or accounts for the Chargor. If it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received such notice.
- (b) As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any amount of the Secured Obligations.

### **21.2 Tacking**

- (a) The Lender shall perform its obligations (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

### **21.3 Articles of association**

The Chargor certifies that this Security does not contravene any of the provisions of its articles of association.

### **21.4 Land Registry**

- (a) The Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Lender) for a restriction in the

following terms to be entered on the Register of Title relating to any of the Property registered at the Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted

*"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ♦ ] 20[ ♦ ] in favour of [ ♦ ] referred to in the charges register or their conveyancer "*

(b) The Chargor

- (i) authorises the Lender to make any application which the Lender deems appropriate for the designation of this Deed or any other document evidencing the Secured Obligations as an exempt information document under rule 136 of the Land Registration Rules 2003,
  - (ii) shall use all reasonable endeavours to assist with any such application made by or on behalf of the Lender, and
  - (iii) shall notify the Lender in writing as soon as it receives notice of any person's application under rule 137 of the Land Registration Rules 2003 for the disclosure of this Deed or any other document evidencing the Secured Obligations following its designation as an exempt information document
- (c) The Chargor shall not make any application under rule 138 of the Land Registration Rules 2003 for the removal of the designation of any such document as an exempt information document
- (d) The Chargor shall promptly make all applications to and filings with Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect the Security

## 22. NOTICES

### 22.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter

### 22.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) or delivered under or in connection with this Deed is

- (a) in the case of the Chargor, that identified with its name below, and
- (b) in the case of the Lender, that identified with its name below or notified in writing to the Chargor on or after the date of this Deed,

or any substitute address, fax number or department or officer shall be made by not less than five Business Days' notice

### **22.3 Delivery**

- (a) Subject to clause 22 3(b), any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective
  - (i) if by way of fax, when received in legible form, or
  - (ii) if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,and, if a particular department or officer is specified as part of its address details provided under clause 22 2 (*Addresses*), if addressed to that department or officer
- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose)

### **23. CALCULATIONS AND CERTIFICATES**

Any certificate of or determination by the Lender specifying the amount of any Secured Obligation due from the Chargor (including details of any relevant calculation thereof) is, in the absence of manifest error, conclusive evidence against the Chargor of the matters to which it relates

### **24. PARTIAL INVALIDITY**

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired

### **25. REMEDIES AND WAIVERS**

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

### **26. AMENDMENTS AND WAIVERS**

Any provision of this Deed may be amended only if the Lender and the Chargor so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given

## **27. COUNTERPARTS**

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

## **28. RELEASE**

### **28.1 Release**

Upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from this Security

### **28.2 Reinstatement**

Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargor under this Deed shall continue as if the discharge or arrangement had not occurred. The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

## **29. GOVERNING LAW**

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

## **30. ENFORCEMENT**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**")
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary
- (c) This clause 30 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions

**IN WITNESS** of which this Deed has been duly executed by the Chargor as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Deed

## SCHEDULE 1: DETAILS OF SECURITY ASSETS

### Part 1: Property

Registered land		
Address	Administrative area	Title number
The leasehold property located at 19 The Mall, Cribbs Causeway Regional Shopping Centre, Patchway, Bristol, England BS34 5GF	South Gloucestershire	GR206287

### Part 2: Insurances

Insurer	Policy number	Risks covered
<b>Lead Insurer:</b>  Allianz Global Corporate and Speciality SE - 38% line policy number GBP002089151	GBP002089151	Property Damage and Business Interruption
<b>Co-insurers:</b>  QBE Insurance (Europe) Limited - 10 5% line Y103850QBE011	Y103850QBE011	
Swiss Re International SE - 10 5% line MH120740	MH120740	
Liberty Mutual Insurance Europe Ltd - 9% line 100014982-01	100014982-01	
Mitsui 3210 (Lloyds syndicate) - 9% line CDRRBG15AA	CDRRBG15AA	
Royal & Sun Alliance plc - 13% line YMM901167	YMM901167	
Allied World Assurance Company (Europe) Limited - 5% line (Europe) Limited PO22996/00	PO22996/00	
AXA Corporate Solutions - 5% line XUK0022993PR15A	XUK0022993PR15A	

Insurer	Policy number	Risks covered
Placed with various Lloyds' syndicates being  ARK 4020 25%  TAL 1183 22 5%  CSL 1084 10%  ARG 2121 7%  AUL 1274 7%  PEM 4000 7%  AES 1225 7%  BRT 2987 4 5%  CCL 3010 5%  AUW 609 5%	B0801/11211L15	Terrorism
Royal & Sun Alliance Insurance plc	JLTRS917F636110	Property Owners Insurance

## SCHEDULE 2: FORM OF NOTICE TO AND ACKNOWLEDGEMENT BY INSURERS

To **[Insert name and address of insurer]**

Dated [◆] ] 20[◆]

Dear Sirs

Re: **[Describe insurance policies]** dated [◆] ] 20[◆] between (1) you and (2) [◆] ] (the "Chargor")

- 1 We give notice that, by a legal charge dated [◆] ] 20[◆] (the "Legal Charge"), we have assigned to GB Europe Management Services Limited (the "Lender") all our present and future right, title and interest in and to the policies described above (together with any other agreement supplementing or amending the same, the "Policies") including all rights and remedies in connection with the Policies and all proceeds and claims arising from the Policies
- 2 We irrevocably authorise and instruct you from time to time:
  - (a) to disclose to the Lender at our expense (without any reference to or further authority from us and without any enquiry by you as to the justification for such disclosure) such information relating to the Policies as the Lender may from time to time request,
  - (b) to hold all sums from time to time due and payable by you to us under the Policies to the order of the Lender,
  - (c) to pay or release all or any part of the sums from time to time due and payable by you to us under the Policies only in accordance with the written instructions given to you by the Lender from time to time,
  - (d) to comply with any written notice or instructions in any way relating to (or purporting to relate to) the Legal Charge, the sums payable to us from time to time under the Policies or the debts represented by them which you may receive from the Lender (without any reference to or further authority from us and without any enquiry by you as to the justification for or validity of such notice or instruction), and
  - (e) to send copies of all notices and other information given or received under the Policies to the Lender
- 3 We irrevocably instruct you, with effect from the date of this notice, to note on the relevant Policies the Lender's interest as first loss payee and as first priority assignee of the Policies and the rights, remedies, proceeds and claims referred to above
- 4 We are not permitted to receive from you, otherwise than through the Lender, any amount in respect of or on account of the sums payable to us from time to time under the Policies [in excess of £[◆] ] or to agree any amendment or supplement to, or waive any obligation under, the Policies without the prior written consent of the Lender
- 5 This notice may only be revoked or amended with the prior written consent of the Lender

- 6 Please confirm by completing the enclosed copy of this notice and returning it to the Lender (with a copy to us) that you agree to the above and that
- (a) you accept the instructions and authorisations contained in this notice and you undertake to comply with this notice,
  - (b) you have not, at the date this notice is returned to the Lender, received notice of the assignment or charge, the grant of any security or the existence of any other interest of any third party in or to the Policies or any proceeds of them or any breach of the terms of any Policy and you will notify the Lender promptly if you should do so in future,
  - (c) you will not permit any sums to be paid to us or any other person under or pursuant to the Policies without the prior written consent of the Lender, and
  - (d) you will not exercise any right to terminate, cancel, vary or waive the Policies or take any action to amend or supplement the Policies without the prior written consent of the Lender
- 7 This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English law

Yours faithfully

---

for and on behalf of  
**BHS LIMITED**

**[On copy]**

To GB Europe Management Services Limited  
as Lender  
[ADDRESS]

Copy to BHS Limited

Dear Sirs

We acknowledge receipt of the above notice and consent and agree to its terms We confirm and agree to the matters set out in paragraph [6] in the above notice

---

for and on behalf of

[◆ ]

Dated. [◆ ] 20[◆ ]

EXECUTION PAGE

THE CHARGOR

Executed as a deed by **BHS LIMITED** by a )  
director in the presence of a witness )

Signature \_\_\_\_\_

Name (block capitals) \_\_\_\_\_  
**Director**

Witness signature \_\_\_\_\_

Witness name \_\_\_\_\_  
(block capitals)

Witness address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Address:** 129-137 Marylebone Road, London, NW1 5QD

**Facsimile No:** N/A

**Attention:** Dominic Chappell

THE LENDER

Signed by A C.C. COLLETT for )  
and on behalf of **GB EUROPE** )  
**MANAGEMENT SERVICES LIMITED** )

Signature \_\_\_\_\_

**Address:** 13 Hanover Square, Third Floor, London W1S 1HN

**Facsimile No:** N/A

**Attention:** Martyn Cryer