



Registration of a Charge

Company name: **MARY WARD SETTLEMENT**

Company number: **00046188**



X81MQNVV

Received for Electronic Filing: **20/03/2019**

Details of Charge

Date of creation: **15/03/2019**

Charge code: **0004 6188 0009**

Persons entitled: **THE LONDON PENSIONS FUND AUTHORITY**

Brief description: **FIXED LEGAL MORTGAGE OVER FREEHOLD PROPERTY KNOWN AS
275-285 STRATFORD HIGH STREET, LONDON, E15 2TF WITH TITLE
NUMBER EGL56950 AND EGL60285**

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

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

Certified by: **PATRICK DAVIS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 46188

Charge code: 0004 6188 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th March 2019 and created by MARY WARD SETTLEMENT was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th March 2019 .

Given at Companies House, Cardiff on 21st March 2019

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



Companies House



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

We certify this document as a true copy of the original

Eversheds Sutherland (International) LLP

Date: 19/03/2019

EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP

Dated:

15 MARCH

2019

- (1) THE MARY WARD SETTLEMENT
- (2) THE LONDON PENSIONS FUND AUTHORITY
- (3) THE DIRECTORS OF THE MARY WARD SETTLEMENT

Legal charge

relating to the property listed at Schedule 1 herein.

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This Deed is made on

15 March

2019

between:

- (1) **THE MARY WARD SETTLEMENT**, a registered charity (registered charity number 223066) and a company limited by guarantee (registered number 00046188) whose registered office is at 42 Queen Square, London WC1N 3AQ (the "**Chargor**");
- (2) **THE LONDON PENSIONS FUND AUTHORITY**, of 2nd Floor, 169 Union Street, London SE1 0LL (the "**Chargee**"); and
- (3) Those persons named in Schedule 1 as the directors of the Chargor ("**the Directors**").

BACKGROUND

- (A) The Chargee is an administering authority within the meaning of the Regulations. It administers and maintains the Fund in accordance with the Regulations.
- (B) The Chargor is an admission body within the meaning of paragraph 1 of Part 3 of Schedule 2 to the Regulations and participates in the Scheme pursuant to the Admission Agreement.
- (C) The Chargor is entering into this Deed in furtherance of its objects as set out in its constitutional documents.

1. INTERPRETATION

1.1 Expressly defined terms

In this Deed the following words and phrases have the specified meanings:

"Admission Agreement" means the admission agreement dated 18 March 1986 between the Chargee and the Chargor as amended from time to time;

"Associated Rights" means, in relation to any asset, all proceeds of sale of such asset, all rights, powers, benefits, covenants, warranties, guarantees or Security given or implied in respect of such asset, all rights under any agreement for sale, agreement for lease or licence of or in respect of such asset, and any monies and proceeds paid or payable in respect of such asset and the benefit of all Authorisations applicable to such asset.

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

"Business Day" means a day, other than a Saturday or a Sunday, on which banks are open for general business in London or, for the purpose of Clause 17 (*Communications*), in the principal financial centre in the jurisdiction in which the relevant communication is delivered.

"COMI" means centre of main interests (as that term is used in Article 3(1) of the EC Regulation).

"Confidential Information" means all information relating to the Chargor, the Group, the Fund Documents, the Security Documents, in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- (a) is or becomes public information or is required to be disclosed pursuant to any relevant law or regulation and other than as a direct or indirect result of any breach by that Finance Party of Clause 16.8;

- (b) is identified in writing at the time of delivery as non-confidential by the Chargor or any member of the Group or any of its advisers; or
- (c) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraph (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware, unconnected with the Chargor or the Group and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

"Confidentiality Undertaking" means a confidentiality undertaking substantially in the form agreed between the Chargor and the Chargee.

"Companies Act" means the Companies Act 2006.

"Deed of Priority" means a deed of priority dated on or around the date of this Deed to be entered into by the Chargor as borrower, LPFA and SIB (as defined below), relating to this Deed and the SIB Security.

"Default Rate" means two per cent per annum above the highest rate of interest ordinarily applicable to any part of the Secured Obligations from time to time.

"Delegate" means any delegate, agent, attorney or trustee appointed by the Chargee.

"Discharge Date" means the date with effect from which the Chargee confirms to the Chargor that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and all relevant commitments of the Chargee cancelled.

"EC Regulation" means The Council of the European Union Regulation No. 2015/848 of 20 May 2015 on Insolvency proceedings (recast).

"Enforcement Party" means any of the Chargee, a Receiver or a Delegate.

"Establishment" means, in relation to the Chargor, an establishment as that term is defined in relation to a debtor in Article 2(h) of the EC Regulation.

"Expenses" means all fees, discounts, commissions and other banking charges, legal and professional fees properly incurred and unpaid interest and all other expenses and costs, on a full indemnity basis, together with Value Added Tax, incurred in connection with:

- (a) the Secured Assets;
- (b) the preparation, negotiation and creation of this Deed up to the amounts agreed between the Chargor and the Chargee;
- (c) taking, perfecting, enforcing or exercising any power under this Deed; or
- (d) any breach of any provision of and the protection, realisation or enforcement of this Deed.

"Event of Default" means the occurrence of any of the events or circumstances set out in Schedule 0 (*Events of default*).

"Finance Party" means the Chargee and SIB.

"Fixtures" means any fixtures (but excluding landlord's fixtures), fittings, fixed plant or machinery from time to time situated on or forming part of any Property.

"Fund" means the London Pensions Fund Authority's Pension Fund in the Scheme.

"Fund Documents" means the Admission Agreement and the Regulations and any such agreements, instruments, deeds or documents (including this Deed and any deed or agreement regulating priorities) as have been or are to be entered into in connection with or pursuant to the Secured Obligations from time to time.

"Group" means the Chargor and each of its Subsidiaries for the time being.

"Insolvency Act" means the Insolvency Act 1986.

"Insurance Proceeds" means the proceeds of any insurance claim received by the Chargor (after deduction of (a) any reasonable expenses incurred in relation to the relevant claim and payable by the Chargor to any person which is not a member of the Group and (b) amounts paid to meet third party claims), together with the benefit of all bonuses, profits, returns of premium and other benefits of whatever nature, arising in any case by virtue of the Chargor's ownership of any Insurances and all interest in any of the foregoing.

"Insurances" means all contracts or policies of insurance of whatever nature relating to the Secured Assets which, from time to time, are taken out or maintained by or on behalf of the Chargor or (to the extent of its relevant interest) in which the Chargor has an interest.

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Acts, the possibility that an undertaking to assume liability for or indemnify a person against non-payment of UK stamp duty may be void and defences of set-off or counterclaim;
- (c) the limitation of the enforcement of the terms of leases of real property by laws of general application to those leases; and
- (d) similar principles, rights and remedies under the laws of any relevant jurisdiction.

"LPA" means the Law of Property Act 1925.

"Party" means a party to this Deed.

"Property" means the Real Property owned by the Chargor or in which the Chargor has a right, title or interest, particulars of which are set out in Schedule 2 (*Details of the Property*). Any reference to **"Property"** also includes a reference to each separate part or parts of such Real Property.

"Quarter Day" means the last day of March, June, September and December in each calendar year.

"Real Property" means (a) any freehold, leasehold or immovable property, wherever situated, and (b) any buildings and Fixtures from time to time situated on or forming part of that freehold, leasehold or immovable property.

"Receiver" means any one or more receivers and managers or (if the Chargee so specifies in the relevant appointment) receivers appointed by the Chargee pursuant to this Deed in respect of the Chargor or in respect of the Secured Assets or any of them.

"Regulations" means the Local Government Pension Scheme Regulations 2013 and the Local Government Pension Scheme (Transitional Provisions, Savings and Amendment)

Regulations 2014 as amended, extended or re-enacted from time to time, including any other statutory provision applicable to the Scheme from time to time.

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Chargor or its Subsidiaries in connection with the letting of any part of the Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of the Chargor or its Subsidiaries;
- (d) any other monies paid or payable in respect of occupation and/or usage of the Property and any fixture or fitting on the Property including any fixture or fitting on the Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance or respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any lease;
- (g) any sum paid or payable by any guarantor or any occupational tenant under any lease; and
- (h) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Chargor or its Subsidiaries.

"Secured Assets" means the assets the subject of any Security created by this Deed.

"Secured Obligations" means all employer and employee contributions payments and other sums due from the Chargor to the Fund under the Fund Documents (including for the avoidance of doubt any revised contributions, exit payments or other payments due under the Fund Documents), and however they are described, together with all costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its rights against the Chargor under the Fund Documents or any other document evidencing or securing any such liabilities of the Chargor in connection with the Fund.

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

"Security Documents" means this Deed together with any other agreement, instrument, deed or document entered into by the Chargor creating or expressed to create any Security over all or any part of its assets in respect of the Secured Obligations.

"Security Period" means the period beginning on the date of this Deed and ending on the Discharge Date.

"Scheme" means the Local Government Pension Scheme established and governed by the Regulations under sections 7 and 12 of the Superannuation Act 1972;

"SIB" means the Social Investment Business Foundation;

"SIB Security" means a legal charge dated on or around the date of this Deed to be entered into by the Chargor, the Directors and SIB;

"Subsidiary" means a subsidiary undertaking within the meaning of section 1162 of the Companies Act or a subsidiary within the meaning of s100 and s101 of the Co-Operative and Community Benefit Societies Act 2014.

"Tax" means any tax, levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same).

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

1.2 Construction

In this Deed:

1.2.1 unless a contrary indication appears, a reference to:

1.2.1.1 **"assets"** includes present and future properties, revenues, rights and interests of every kind and reference to an **"asset"** includes any part or parts of such asset;

1.2.1.2 **"guarantee"** includes any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to pay any deposit on behalf of, or make an investment in, or loan to, any person or to purchase assets of any person, where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;

1.2.1.3 **"indebtedness"** includes any obligation (whether incurred as principal or surety) for the payment or repayment of money, whether present or future, actual or contingent;

1.2.1.4 **"person"** includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);

1.2.1.5 **"regulation"** includes any regulation, rule, official directive, request or guideline (in each case, whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

1.2.1.6 **"set-off"** includes analogous rights and obligations in jurisdictions other than England and Wales; and

1.2.1.7 the **"Chargor"**, the **"Chargee"** or any **"Party"**, shall be construed so as to include its successors in title, permitted assigns and permitted transferees;

1.2.2 where something (or a list of things) is introduced by the word **"including"**, or by the phrase **"in particular"**, or is followed by the phrase **"or otherwise"**, the intention is to state an example (or examples) and not to be exhaustive (and the same applies when other similar words or phrases are used);

1.2.3 unless this Deed expressly states otherwise or the context requires otherwise, (a) each reference in this Deed to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this Deed) and (b) each reference in this Deed to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of

such provisions as in force at such time (whether made before or after the date of this Deed and whether amended or re-enacted since the date of this Deed);

- 1.2.4 each reference to this Deed (or to any other agreement, instrument or deed) means, at any time, this Deed (or as applicable such other agreement, instrument or deed) as amended, novated, supplemented, extended, or restated, at that time, provided that the relevant amendment, novation, supplement, extension, substitution or restatement does not breach any term of this Deed;
- 1.2.5 the index and Clause and Schedule headings are for ease of reference only;
- 1.2.6 an Event of Default is "**continuing**" if it has not been waived in writing by the Chargee or remedied to the satisfaction of the Chargee; and
- 1.2.7 references to any Security "**created by this Deed**" are to be deemed to include such Security created, constituted, given, made or extended by, under or pursuant to this Deed.

1.3 **Third Party Rights**

No person has any right under the Third Parties Act to enforce or enjoy the benefit of any term of this Deed, other than an Enforcement Party, which may do so, or any other person, to the extent that this Deed expressly provides for it to do so. No consent of any person who is not a Party is required to rescind or vary this Deed at any time. This Clause 1.3 does not affect any right or remedy of any person which exists, or is available, otherwise than pursuant to the Third Parties Act.

2. **COVENANT TO PAY**

2.1 **Covenant**

The Chargor, as primary obligor and not merely as surety, covenants with the Chargee that it will pay, discharge and perform the Secured Obligations on demand made on or at any time after the due date for payment and in the manner provided in the Fund Documents.

2.2 **Default Interest**

- 2.2.1 Subject to Clause 2.2.2 below, any amount which is not paid under this Deed on the due date shall bear interest (both before and after judgment) payable on demand at the Default Rate from time to time from the due date until the date of actual unconditional and irrevocable payment and discharge of such amount in full save to the extent that interest at such rate on such amount and for such period is charged pursuant to the Fund Documents relevant to that liability and itself constitutes part of the Secured Obligations.
- 2.2.2 The parties to this Deed agree that the Chargor shall not pay interest at the Default Rate on any amount which is not paid under this Deed provided that payment is made within 3 Business Days of its due date.

3. **SECURITY**

3.1 **Mortgage and charges**

The Chargor, as a continuing security for the payment, discharge and performance of the Secured Obligations, charges in favour of the Chargee the following assets:

- 3.1.1 **First legal mortgage on the Property** - by way of first legal mortgage, the Property;

- 3.1.2 **First fixed charge on the Property** - to the extent that the Property is not subject to a valid legal mortgage pursuant to Clause 3.1.1, by way of first fixed charge, such Property;
- 3.1.3 **First fixed charge on other interests** - to the extent that the Associated Rights (or any part of them) are not capable of being effectively assigned, but are capable of being effectively charged, by way of first fixed charge all Associated Rights of the Chargor in relation to the Property and any other rights, title or interest of the Chargor in the Property;
- 3.1.4 **First fixed charge in respect of chattels located on Property** - by way of first fixed charge, all such buildings and other erections or structures, plant and machinery which are, now or in the future, located on the Property, but which, in any such case, (a) are not affixed to, nor form part of, the Property, (b) are not of a kind regularly disposed of in the ordinary course of business and (c) do not form part of the Chargor's stock-in-trade or work-in-progress; and
- 3.1.5 **First fixed charge on Insurance Proceeds** - to the extent that the Insurance Proceeds (or any part of them) are not capable of being effectively assigned, but are capable of being effectively charged, by way of first fixed charge, such Insurance Proceeds.

3.2 **Assignments by way of Security**

As further continuing security for the payment of the Secured Obligations, the Chargor assigns absolutely to the Chargee all (if any) its rights, title and interest in and to:

- 3.2.1 the Insurance Proceeds;
- 3.2.2 the Associated Rights of the Chargor in relation to the Property; and
- 3.2.3 all Rental Income.

3.3 **Continuing security**

Until the Discharge Date, the provisions of this Deed will apply at all times (a) regardless of the date on which any of the Secured Obligations were incurred and (b) in respect of the full amount of the Secured Obligations at the relevant time even if, at some other time, the amount of the Secured Obligations has been less than the amount at the relevant time or there has been no part of the Secured Obligations outstanding.

3.4 **Full title guarantee and implied covenants**

All the Security created by this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.5 **Charities Act 2011**

- 3.5.1 The land charged is held by the Chargor, a non-exempt charity, and this charge is not one falling within section 124(9) of the Charities Act 2011, so that the restrictions imposed by section 124 of that Act apply.
- 3.5.2 The Directors, being the persons who have general control and management of its administration certify that:
 - 3.5.2.1 they have power under the provisions establishing the charity and regulating its purposes and administration to effect this Charge; and
 - 3.5.2.2 they have obtained such advice as is mentioned in section 124(2) of the Charities Act 2011.

4. FURTHER ASSURANCE

The Chargor shall:

- 4.1 promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Chargee may reasonably determine to be necessary (and in such form as the Chargee may reasonably specify) in favour of the Chargee or its nominee(s) (a) to perfect the Security created or intended to be created or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Chargee provided by or pursuant to this Deed and/or (b) to facilitate the realisation of the Secured Assets which are, or are intended to be, the subject of this Deed;
- 4.2 take all such action as is available to it (including making all filings and registrations and the payment of all fees and Taxes) 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 Chargee by or pursuant to this Deed; and
- 4.3 pay all Expenses due to the Chargee promptly after demand.

5. LAND REGISTRATION MATTERS

5.1 Land Registry - application for restriction

- 5.1.1 Without prejudice to the generality of Clause 4 (*Further assurance*), the Chargor will apply to the Land Registrar to enter on the register against the title number of or to be allocated to the Property a restriction in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*date of this Deed*] in favour of The London Pensions Fund Authority referred to in the charges register, or its conveyancer"

and, where applicable, notice of an obligation to make further advances.

- 5.1.2 The Chargor shall submit a form RX1 in connection with the restriction referred to in Clause 5.1.1 above no later than the date of submission of the initial application for registration of the Security created by this Deed, and pay all fees costs and expenses incurred in connection with the applications.
- 5.1.3 The Chargee, in its absolute discretion, may make any of the applications referred to in this Clause 5.1 in place of the Chargor where the Chargor has refused or unreasonably delayed such applications. In such a case, the Chargor consents to the entry of the relevant restriction and will pay all fees, costs and expenses incurred in connection with the application.
- 5.1.4 The Chargee will not unreasonably withhold or delay provision of any consent to a disposition under the restriction at 5.1.1 above where that disposition is permitted by this deed.

5.2 Exempt information document

- 5.2.1 The Chargor will, at its own expense, do whatever the Chargee may reasonably require in connection with (a) any application by the Chargee to have this Deed designated as an exempt information document under Land Registration Rules 2003 rule 136 and (b) any person's application under Land Registration Rules 2003 rule 137 for disclosure of this Deed following its designation as an exempt information document.
- 5.2.2 The Chargor shall notify the Chargee in writing (a) before making any application to have this Deed designated an exempt information document

under Land Registration Rules 2003 rule 136, (b) as soon as it receives notice of any person's application under Land Registration Rules 2003 rule 137 for disclosure of this Deed following its designation as an exempt information document and (c) before making any application under Land Registration Rules 2003 rule 138 for removal of any such designation.

5.3 Delivery of deed to Land Registry

The Chargor submitting this Deed or any counterpart to the Land Registry shall on each occasion also submit a certified copy of this Deed and request the return of the original and upon the return of the original it shall deliver such original to the Chargee.

6. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

- 6.1 During the Security Period, the Chargor shall not create, extend, or permit to subsist, any Security over any of the Secured Assets, save for the Security created by this Deed and the security interests under the SIB Security; nor may it, without the prior consent of the Chargee (such consent not to be unreasonably withheld) (a) execute, or agree to grant, vary, or accept any surrender of, any conveyance, transfer, lease or assignment, or any other right of occupation or use, of the Secured Assets, (b) create any legal or equitable estate, or other interest, in, over, or relating to, the Secured Assets or (c) otherwise dispose of its interest (whether legal or beneficial) in the Secured Assets.

7. REPRESENTATIONS AND WARRANTIES

The Chargor represents and warrants to the Chargee on the date of this Deed as follows.

- 7.1 **Property** - It represents and warrants as set out in Part 2 of Schedule 0 (*Property warranties and undertakings*).
- 7.2 **Owner** - The Chargor is the sole legal and beneficial owner of the Property.
- 7.3 **Status** - It is a registered charity, registered with the Charity Commission (under number 223066).
- 7.4 **Binding obligations** - The obligations expressed to be assumed by it in this Deed are, and at all relevant times have been, subject to Legal Reservations, legal, valid, binding and enforceable obligations.
- 7.5 **Non-conflict with other obligations** - The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with or result in any breach of (a) any law or regulation applicable to it, (b) its constitutional documents or (c) any agreement or instrument binding upon any of its assets.
- 7.6 **Power and authority** - It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.
- 7.7 **Validity and admissibility in evidence** - All Authorisations required (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed, and (b) to make this Deed admissible in evidence in England and Wales, have been obtained or effected and are in full force and effect.
- 7.8 **No Event of Default** - No Event of Default has occurred or is continuing or might reasonably be expected to result from the execution of this Deed or from effect being given to its provisions and no person who holds any Security over any asset of the Chargor has enforced or given notice of its intention to enforce such Security.
- 7.9 **Centre of main interests** - For the purposes of the EC Regulation its COMI is situated in England and Wales.
- 7.10 **Repeated representations** -

Each of the representations and warranties set out in this Clause 7 shall be deemed to be repeated on each day upon which any monies comprised in the Secured Obligations fall due for payment or are paid and on each Quarter Day which falls during the Security Period.

8. UNDERTAKINGS

Throughout the Security Period, the Chargor undertakes to the Chargee in the terms of the following provisions of this Clause 8.

- 8.1 **Perform** - It will at all times comply with the terms (express or implied) of this Deed and the Fund Documents.
- 8.2 **Not jeopardise Security** - It will not do or omit to do anything or allow anything to be done or omitted which may in any way materially depreciate, materially jeopardise or otherwise materially prejudice the value to the Chargee of the Security created by this Deed or the priority of its ranking as expressed in this Deed.
- 8.3 **Maintenance** - It will keep the Secured Assets in a good and tenable state of repair, working order and condition. Where the Secured Assets include any item of plant or machinery which becomes incapable of economic repair, it will if economically prudent to do so replace such asset with an asset which is a comparable equivalent.
- 8.4 **Observe laws** - It will not do or omit to do or allow anything to be done in relation to the Secured Assets which would infringe any laws affecting (whether directly or indirectly) the Secured Assets and will comply with all notices, orders, injunctions and mandatory proposals served on it, issued or made, by any local or other authority or governmental agency, or its landlords, relating to any of the Secured Assets or its use of them (save where they are being contested in good faith) and will serve within any relevant time limit any counter-notice necessary or desirable to preserve the value of any such Secured Assets.
- 8.5 **Proceedings** - At its own cost and expense, it will use its reasonable endeavours to enforce, institute, continue or defend all proceedings affecting the Secured Assets, their state or condition or continued use or value so as to preserve to the fullest extent the value to the Chargee of the Security created by this Deed.
- 8.6 **Access** - Upon the occurrence of an Event of Default, or in accordance with Clause 8.14, it will (at the risk and cost of the Chargee) permit the Chargee and its professional advisers, agents and contractors and, where required by the Chargee, independent valuers free access at all reasonable times and on reasonable notice and for all reasonable purposes (including carrying out physical inspections, valuations and/or the preparation or making of inventories and/or schedules and/or other records or copies) to the premises, assets, books, accounts and records of the Chargor and will provide and will procure that any occupiers of such premises provide all reasonable assistance to the Chargee and such other persons in connection with the access obligations imposed by this Clause 8.6.
- 8.7 **Property** - It will comply with the provisions of Part 3 of Schedule 3 (*Property warranties and undertakings*).
- 8.8 **Notice of Assignment** - It will, promptly, upon receiving a request to that effect from the Chargee, give notice of each charge or assignment of all (if any) its rights, title and interest in and to the Insurance Proceeds, any Associated Rights and the Rental Income by sending a duly completed notice (in such form as the Chargee may agree) to each of the other relevant parties.
- 8.9 **Centre of main interests** - It will not move its COMI, nor have any Establishment, outside England and Wales.
- 8.10 **Deposit of documents** - It will promptly, at the Chargee's request (to the extent not undertaken pursuant to the SIB Security), deposit with the Chargee (or as the Chargee directs) (a) all deeds and documents of title relating to the Property, including counterpart leases, licences and any other deeds or documents necessary or desirable to assist the

Chargee to enforce the Security created by this Deed, (b) the Insurances and (c) all such other documents relating to the Secured Assets as the Chargee may from time to time reasonably require.

- 8.11 **Retention of documents** - The Chargee may retain any document delivered to it pursuant to Clause 8.10 (*Deposit of documents*) or otherwise until the Discharge Date and if, for any reason, the Chargee ceases to hold any such document before such time, the Chargee may, by notice to the Chargor, require that the relevant document be redelivered to it and the Chargor shall immediately comply (or procure compliance) with such notice.
- 8.12 **Power to remedy** - If the Chargor fails to comply with any of the covenants and undertakings set out or referred to in Clauses 8.1 (*Perform*) to 8.10 (*Deposit of documents*) inclusive and Part 3 of Schedule 0 (*Property warranties and undertakings*), it will allow (and irrevocably authorises) the Chargee and/or such persons as the Chargee nominates to take on behalf of the Chargor such action (including the making of payments) as is necessary to protect any relevant assets against the consequences of such failure to comply and/or to ensure compliance with such covenants and undertakings.
- 8.13 **Indemnity** - It will indemnify the Chargee and will keep the Chargee indemnified against all costs, Taxes, losses and liabilities incurred by the Chargee as a result of any default by the Chargor in the performance of any of the obligations expressed to be assumed by it in this Deed and in connection with the exercise by the Chargee of its rights contained in Clause 8.12 (*Power to remedy*). All sums the subject of this indemnity will be payable by the Chargor to the Chargee promptly after demand.
- 8.14 **Valuation** - The Chargee shall be permitted to request:
- (a) A desktop valuation of the Property on the third anniversary of the date of this Deed and every six years thereafter; and
 - (b) A full valuation of the Property on the sixth anniversary of the date of this Deed and every six years thereafter.

Each such valuation of the Property shall be at the cost of the Chargor. If an Event of Default has occurred or the Chargee reasonably believes that an Event of Default is likely to occur then the Chargee may request a valuation at any time and such valuation shall be at the cost of the Chargor.

9. **ENFORCEABILITY**

For the purposes of all powers implied by the LPA or any other applicable legislation, the Secured Obligations shall be deemed to have become due and payable and this Deed will become immediately enforceable and the powers of the Chargee and any Receiver will become exercisable on the date of this Deed, but, as between the Chargee and the Chargor, the power of the Chargee to enforce the Security created by this Deed shall be exercisable only upon the occurrence of an Event of Default and for so long as it is continuing (unless there has been a request from the Chargor to the Chargee for the appointment of a Receiver in which case it will be exercisable at any time following the making of such request).

10. **ENFORCEMENT OF SECURITY**

- 10.1 At any time after the Chargee's power of sale has become exercisable, the Chargee may, without further notice, (a) appoint one or more than one person to be Receiver in respect of the Secured Assets or any of them and, if more than one person is appointed as Receiver, such appointees may act jointly and severally or individually, (b) take possession of the Secured Assets, and/or (c) in its absolute discretion enforce all or any part of the Security created by this Deed in such other lawful manner as it thinks fit. The Chargee may remove any person from appointment as Receiver and may appoint another person as Receiver. The Chargee may also appoint an additional Receiver.

- 10.2 The Receiver will, so far as the law permits, be the agent of the Chargor and the Chargor alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver. The Chargee will not be responsible for any misconduct, negligence or default of the Receiver. The powers of the Receiver will continue in full force and effect following any liquidation of the Chargor.
- 10.3 The remuneration of the Receiver may be fixed by the Chargee but will be payable by the Chargor. The amount of the remuneration will form part of the Secured Obligations.
- 10.4 The Receiver will have the power on behalf and at the cost of the Chargor (a) to do or omit to do anything which he considers appropriate in relation to the Secured Assets and (b) to exercise all or any of the powers conferred on the Receiver or the Chargee under this Deed or conferred upon administrative receivers by the Insolvency Act (even if he is not an administrative receiver), or upon receivers by the LPA or any other statutory provision (even if he is not appointed under the LPA or such other statutory provision) but so that if there is any ambiguity or conflict between the powers contained in such legislation and those contained in this Deed, those contained in this Deed shall prevail.
- 10.5 Without prejudice to the general powers set out in Clause 10.4, a Receiver will also have the powers and discretions set out in Schedule 4 (*Receiver's specific powers*).
- 10.6 The Chargee or any Receiver may sever any Fixtures from the Property and sell them apart from the Property without taking possession of the Property and apply the net proceeds of such sale in or towards satisfaction of the Secured Obligations.
- 10.7 If the Chargee or the Receiver obtains possession of the Property, the Chargee or the Receiver may use and remove, store or sell any chattels on the Property, which form part of the Secured Assets, without being under any liability to the Chargor other than to account for their net proceeds of the sale. All costs, losses and liabilities incurred by the Chargee or the Receiver in connection with the removal, storage and sale of such chattels will form part of the Secured Obligations.
- 10.8 If (notwithstanding any representation or warranty to the contrary contained in this Deed) there shall be any Security affecting the Secured Assets or any of them which ranks in priority to the Security created by this Deed and the holder of such prior Security takes any steps to enforce such Security, the Chargee or any Receiver may, at its option, take a transfer of, or repay the indebtedness secured by, such Security.
- 10.9 The Chargee may, at any time after this Deed has become enforceable pursuant to Clause 9 (*Enforceability*), exercise, to the fullest extent permitted by law, all or any of the powers, authorities and discretions conferred on a Receiver by this Deed, whether as attorney of the Chargor or otherwise and whether or not a Receiver has been appointed.
- 10.10 The Chargee may, in writing, either in its appointment of a Receiver or by subsequent notice to that Receiver, restrict the right of such Receiver to exercise all or any of the powers conferred on a Receiver by this Deed.
11. **PAYMENTS, ACCOUNTS AND APPLICATION OF PROCEEDS**
- 11.1 **Right of appropriation** - Subject to the provisions of Clause 11.8 (*Recoveries by Receiver*), the Chargee is entitled to appropriate money and/or assets to the Secured Obligations in such manner or order as it thinks fit and any such appropriation shall override any appropriation by the Chargor.
- 11.2 **No set-off by Chargor** - The Chargor shall not exercise any right of set-off or counterclaim it might have in respect of any payment due to the Chargee under this Deed.
- 11.3 **Chargee's rights of set-off** - The Chargee may, at any time after this Deed has become enforceable, and without notice set-off any obligation owed by the Chargee to the Chargor (whether or not matured at such time), in or towards satisfaction of any of the Secured Obligations, and if any amount is in a different currency from the amount against

which it is to be set-off, the Chargee may convert either amount (or both) at any reasonable time and at any reasonable rate. The Chargee shall notify the Chargor in writing that any such transaction has taken place.

- 11.4 **Suspense Account** - The Chargee may, at any time, credit to a suspense account any money received by it under this Deed, to be held for so long as and on such terms as the Chargee may determine pending its application towards discharging the Secured Obligations.
- 11.5 **New account** - If the Chargee receives notice of a subsequent mortgage or charge relating to the Secured Assets, it will be entitled to close any account and to open a new account in respect of the closed account. If the Chargee does not open such new account, it will in any event be treated as if it had done so at the time when it received such notice.
- 11.6 **Time deposit** - Without prejudice to the provisions of Clause 11.3 (*Chargee's rights of set-off*), if at any time the Chargor has made a deposit with the Chargee on terms that it will be repaid on a specified date (a "**Time Deposit**") then: (a) if the Chargee has made any demand under Clause 2 (*Covenant to pay*), it may vary the terms of such Time Deposit so that it becomes repayable immediately or on any other date before such specified date; or (b) if an Event of Default has arisen which is continuing but no amount of Secured Obligations has fallen due before such specified date, the Chargee may renew such Time Deposit for such further maturity as the Chargee in its absolute discretion determines.
- 11.7 **Calculations** - Subject to the Regulations, the Chargee's calculation of any amount payable by the Chargor under this Deed at any time will be conclusive (unless it has made an obvious mistake). In the event of any conflict between this clause 11.7 and the Regulations, the Regulations shall prevail.
- 11.8 **Recoveries by Receiver** - The proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Obligations, be applied by or at the direction of the Receiver in or towards discharging or satisfying the following amounts in the following order of priority: (a) the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration; (b) any costs, charges, expenses and liabilities of or incurred by any Enforcement Party in the exercise of any of its powers including all rents, Taxes, rates and outgoings whatever affecting the Secured Assets, all premiums on Insurances properly payable under this Deed or any applicable legislation, the cost of executing necessary or proper repairs to the Secured Assets, and the payment of annual sums or other payments, and the interest on all principal sums, having priority to the Secured Obligations; (c) the remaining Secured Obligations, in accordance with the provisions of the this Deed; and (d) the claims of those persons entitled to any surplus.

12. **PROTECTION OF THIRD PARTIES**

- 12.1 **No duty to enquire** - A buyer from, or other person dealing with, any Enforcement Party will not be concerned to enquire whether any of the powers which such Enforcement Party has exercised or purported to exercise has arisen or become exercisable and may assume that it is acting in accordance with this Deed.
- 12.2 **Receipt conclusive** - The receipt of the Chargee or any Receiver shall be an absolute and conclusive discharge to a purchaser of the Secured Assets and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Chargee or any Receiver.

13. **PROTECTION OF CHARGE**

- 13.1 **Chargee's receipts** - The Chargee shall not be obliged to account to the Chargor, nor to any other person, for anything other than its own actual receipts which have not been distributed or paid to the person entitled (or whom the Chargee, acting reasonably, believes to be entitled) in accordance with the requirements of this Deed.

13.2 Exclusion of liability -

- 13.2.1 No Enforcement Party will be liable to the Chargor for any expense, loss, liability or damage incurred by the Chargor arising out of the exercise by such Enforcement Party of its rights or powers or any attempt or failure to exercise those rights or powers, except for any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct.
- 13.2.2 The Chargor may not take any proceedings against any officer, employee or agent of any Enforcement Party in respect of any claim it might have against such Enforcement Party or in respect of any act or omission of any kind by that officer, employee or agent in relation to this Deed except where any claim arises from the Enforcement Party's gross negligence, fraud or wilful misconduct.
- 13.2.3 Any officer, employee or agent of any Enforcement Party may rely on this Clause 13 under the Third Parties Act.

13.3 Effect of possession - If the Chargee or any Receiver enters into possession of the Secured Assets, or any of them, this will not oblige either the Chargee or the Receiver to account as mortgagee in possession, and if at any time the Chargee enters into possession of the Secured Assets, or any of them, it may at any time at its discretion go out of such possession.

13.4 Chargor's indemnity - The Chargor agrees with the Chargee to indemnify each Enforcement Party on demand against any costs, Taxes, losses, liabilities or damage incurred by it in respect of (a) the taking, holding, protection or enforcement of the Security created by this Deed, (b) any exercise of the rights, powers, discretions or remedies of, or vested in, any Enforcement Party or any attempt or failure to exercise those rights, powers, discretions or remedies and (c) anything done or omitted to be done in the exercise or purported exercise of the powers under this Deed or under any appointment duly made under the provisions of this Deed save that the provisions of this Clause 13.4 shall not apply where there has been gross negligence, fraud or wilful misconduct on the part of any Enforcement Party.

14. POWER OF ATTORNEY

- 14.1 Upon the occurrence of an Event of Default, the Chargor irrevocably and by way of security appoints the Chargee and each Receiver and any person nominated for the purpose by the Chargee or a Receiver (in writing, under hand, signed by an officer of the Chargee or by such Receiver) severally to be the attorney of the Chargor (with full power of substitution and delegation) for the purposes set out in Clause 14.2.
- 14.2 The power of attorney granted in Clause 14.1 allows the attorney, in the name of the Chargor, on its behalf, as its act and deed and at its expense to perfect the Security created by the Chargor under this Deed and to execute and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor may, ought or has agreed to execute or do under this Deed or which the attorney may in its absolute discretion consider appropriate in connection with the exercise of any of the rights, powers, authorities or discretions of the Chargee or the Receiver under, or otherwise for the purposes of, this Deed.
- 14.3 The Chargor covenants with the Chargee to ratify and confirm all acts or things made, done or executed by any attorney exercising or purporting to exercise the powers conferred in accordance with this Clause 14.

15. APPLICATION, VARIATION AND EXTENSION OF STATUTORY PROVISIONS

- 15.1 The covenants set out in sections 2 to 5 of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to bind the Chargor only if, in any case, the relevant covenant imposes upon the Chargor a burden, liability or obligation that would not otherwise arise under this Deed.

- 15.2 For the purposes only of section 101 of the LPA, (but otherwise subject to the provisions of Clause 9 (*Enforceability*)), the conditions set out in that section as to when the powers conferred on a mortgagee by that section arise, do not apply. The Secured Obligations become due and the statutory power of sale and other powers of enforcement arise immediately following the execution of this Deed (subject to the provisions of 9 (*Enforceability*)). The Chargee and any Receiver may exercise the statutory power of sale conferred by the LPA free from the restrictions imposed by section 103 of the LPA, which shall not apply to this Deed.
- 15.3 The power of sale and the other powers conferred by the LPA or otherwise are extended and varied to authorise the Chargee in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do or exercise under this Deed.
- 15.4 The restriction on the consolidation of mortgages in section 93 of the LPA does not apply to this Deed nor to any Security given to the Chargee pursuant to this Deed. Section 109(1) of the LPA shall not apply to this Deed. Sections 105, 107(2), 109(6) and 109(8) of the LPA will not apply to the Chargee, nor to a Receiver appointed under this Deed.
- 15.5 The statutory and other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Chargor in relation to the Secured Assets or any part of them.
16. **OTHER MISCELLANEOUS PROVISIONS**
- 16.1 Except where expressly stated to the contrary, the powers, rights and remedies provided in this Deed are in addition to (and not instead of) powers, rights and remedies under law.
- 16.2 If an Enforcement Party fails to exercise any power, right or remedy under this Deed or delays its exercise of any power, right or remedy, this does not mean that it waives that power, right or remedy. If an Enforcement Party exercises, or partly exercises, a power, right or remedy once, this does not mean that it cannot exercise such power, right or remedy again, fully or in part.
- 16.3 The Chargee may decide when and how to apply any payments and distributions received for its own account under this Deed, and also, as between the Chargee and the Chargor, whether and, if so, when, how and to what extent (a) to exercise its rights under this Deed and (b) to exercise any other right it might have in respect of the Chargor (or otherwise) without, in any case, the Chargor having the right to control or restrict the Chargee's exercise of this discretion.
- 16.4 No provision of this Deed will interfere with the Chargee's right to arrange its affairs as it may in its absolute discretion decide (nor oblige it to disclose any information relating to its affairs), except as expressly stated.
- 16.5 The Chargor authorises the holder of any prior or subsequent Security to provide to the Chargee, and the Chargee to receive from such holder, details of the state of account between such holder and the Chargor.
- 16.6 The Chargor shall not assign, novate or otherwise deal with its rights or obligations under or interests in this Deed, except with the prior written consent of the Chargee such consent not to be unreasonably withheld or delayed.
- 16.7 The Chargee may at any time assign, novate or otherwise deal with any rights or obligations under or interests in this Deed.
- 16.8 The Chargee may disclose any Confidential Information about the Chargor, the Secured Assets and/or this Deed to any person to whom it proposes to assign, novate or transfer (or has assigned, novated or transferred) any rights or obligations under or interests in this Deed, or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests (subject to the Chargee having first

entered into a Confidentiality Undertaking on terms acceptable to the Chargor beforehand with any such assignee or transferee, except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information), and any person to whom the benefit of all such rights has been transferred, subject to such obligations, may enforce this Deed in the same way as if it had been an original party to this Deed,

- 16.9 If, at any time, there has been a release, settlement or discharge of the Chargor's obligations under this Deed and, as a consequence of any insolvency proceedings (or analogous proceedings) or for any other reason, (a) any payment made to any person in respect of any of the Secured Obligations is required to be repaid and/or (b) any such payment or any Security (or other right) held by the Chargee in respect of any of the Secured Obligations (whether under this Deed or otherwise) is void, is set aside or is otherwise affected, then the Chargor's obligations under this Deed shall continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and/or (as applicable) the relevant Security (or other right) had not been held by the Chargee; and accordingly (but without limiting the Chargee's other rights under this Deed) the Chargee shall be entitled to recover from the Chargor the value which the Chargee has placed upon such Security or the amount of any such payment as if such payment, settlement or discharge had not occurred.
- 16.10 If the Chargee, acting reasonably, considers that any amount paid by the Chargor in respect of the Secured Obligations is capable of being avoided or ordered to be refunded or reduced for the reasons set out in Clause 16.9, then for the purposes of this Deed such amount shall not be considered to have been irrevocably paid.
- 16.11 To the extent that the Chargor may be entitled in any jurisdiction to claim for itself or its assets immunity from suit, execution, attachment (whether in aid of execution, before judgment or otherwise) or other legal process of any kind wherever it might originate, or to the extent that in any such jurisdiction there may be attributed to the Chargor or its assets such immunity (whether or not claimed), it irrevocably agrees not to claim and irrevocably waives such immunity to the fullest extent permitted by the laws of such jurisdiction.
- 16.12 On the Discharge Date (but subject to Clauses 16.9 and 16.10) the Chargee shall, at the request and cost of the Chargor, promptly execute and do all deeds, acts and things as may be necessary to release the Secured Assets from the Security created by this Deed, including without limitation, promptly returning all documents of title, transfer documents and other documentation relating to the Secured Assets which the Chargee holds (or which are being held to its order).
- 16.13 The obligations of the Chargor under Clause 2 (*Covenant to pay*) are unconditional (subject to the terms of the Fund Documents) and neither the provisions of this Deed nor the obligations of the Chargor under this Deed will be affected by the occurrence or existence at any time of any of the following events or circumstances or by any person's knowledge or lack of knowledge as to any such matter: (a) any person's insolvency or lack of capacity, power or authority; (b) any unenforceability, illegality or invalidity of any obligation of any person; (c) any change in the constitution, membership, ownership, legal form, name or status of any person; (d) the making, amendment or termination of any other deed or agreement; (e) any amendment, novation, re-statement or substitution of, or any supplement to, any other deed or agreement; (f) any increase or reduction in the amount of any person's indebtedness or any alteration of any term, condition or arrangement in respect of any person's indebtedness; (g) any person taking or omitting to take any steps in relation to (i) the Chargor or any other person, (ii) any of the Secured Obligations, (iii) any Security, guarantee, or other financial support in respect of any indebtedness and/or (iv) any other asset; or (h) anything else which, although it could affect the liability of a surety, would not affect the liability of a principal debtor.

17. **COMMUNICATIONS**

17.1 **Addresses** - The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed are:

17.1.1 in the case of the Chargor and the Chargee those given for each of them, respectively, in the signature pages of this Deed; and

17.1.2 in the case of each Receiver and each Delegate, those notified in writing to the Chargee by such Receiver or Delegate as soon as practicable after its respective appointment,

or any substitute address, fax number or department or officer as the relevant person may notify to the Chargee (or as the Chargee may notify to the Chargor, if a change is made by the Chargee) by not less than five Business Days' notice.

17.2 **Delivery -**

17.2.1 Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective (a) if by way of fax, when received in legible form, or (b) if by way of letter, when it has been left at the relevant address or three Business Days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address, and, in any case, if a particular department or officer is specified as part of its address details provided under Clause 17.1 (*Addresses*), if addressed to that department or officer.

17.2.2 Any communication or document to be made or delivered to the Chargee will be effective only when actually received by the Chargee and then only if it is expressly marked for the attention of the department or officer identified in accordance with Clause 17.1 (*Addresses*).

17.3 **Notification of address and fax number** - Promptly upon receipt of notification of an address and fax number or change of address or fax number pursuant to Clause 17.1 (*Addresses*) or changing its own address or fax number, the Chargee shall notify the Chargor.

17.4 **Communications in writing** - Any communication to be made under or in connection with the Security Documents shall be made in writing and, unless otherwise stated, may be made by fax or letter.

17.5 **English language**

17.5.1 Any notice given under or in connection with any Security Document must be in English.

17.5.2 All other documents provided under or in connection with any Security Document must be in English or, if not in English, and if so required by the Chargee, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

18. **THIS DEED**

18.1 The Chargor has entered into this Deed in consideration of the Chargee's obligations to the Chargor under or in connection with the Fund Documents.

18.2 If the Parties execute this Deed in separate counterparts, this Deed will take effect as if they had all executed a single copy.

- 18.3 It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.
- 18.4 If, at any time, any provision of this Deed is or is found to have been illegal, invalid or unenforceable in any respect under the law of any jurisdiction, this does not affect the legality, validity or enforceability of the other provisions of this Deed, nor the legality, validity or enforceability of the affected provision under the law of any other jurisdiction.
- 18.5 If either Party is not bound by this Deed (or any part of it) for any reason, this does not affect the obligations of the other Party under this Deed (or under the relevant part).
- 18.6 This Deed is in addition to, and does not operate so as in any way to prejudice or affect, or be prejudiced or affected by, any other Security or guarantee which the Chargee may now or at any time after the date of this Deed hold for or in respect of the Secured Obligations.
- 18.7 This Deed and every counterpart is the property of the Chargee.

19. **GOVERNING LAW**

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

20. **JURISDICTION**

Jurisdiction of English courts

The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

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

SCHEDULE 1

Directors of the Chagor

Suzanna Jackson

Frances Clare Bates

Stephen Gerald Carlill

Nadine Cartner

Brian Gerald Chandler

Graham Keith Collins

Gerard Darby

Kim Dao Duong

Austin Hill

Alexine Horsup

Beatriz Montoya Blanco

Andrew Michael Peck

Kathryn Mary Watters

Margaret Eileen Joyce Wheeler

Andrea Williams

Emma Victoria Wyatt

SCHEDULE 2

Details of Property

Address	Title Number	Freehold/ Leasehold
275-285 Stratford High Street, London E15 2TF	EGL56950 and EGL60285	Freehold

SCHEDULE 3

Property warranties and undertakings

Part 1

Definitions and interpretation applicable to Schedule 3

1. Expressly defined terms

In this Schedule, the following words and phrases have the specified meanings:

"Granted Lease" means any lease, agreement for lease, tenancy, contractual licence or other document which gives a person who is not the Chargor the right to occupy, use or enjoy the Property.

"Planning Acts" means the Town and Country Planning Acts 1990 and the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and any order, regulations or permission made or granted under or by virtue of such Acts or any of them.

"Relevant Lease" means any lease, agreement for lease, tenancy, contractual licence or other document which gives the Chargor the right to occupy, use or enjoy the Property.

Part 2

Property undertakings

1. NO CHANGES TO THE PROPERTY

It will not, without the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed):

- 1.1 make any application for the grant of planning permission, listed building consent or conservation area consent, within the meaning of the Planning Acts in respect of the Property;
- 1.2 demolish all or any material part of the Property;
- 1.3 destroy or remove from the Property, except in the ordinary course of its business as currently carried on, any other of the Secured Assets now or at any time after the date of this Deed located in or on the Property;
- 1.4 make any additions or structural or other material alteration to the Property;
- 1.5 create or permit to arise any overriding interest, easement or right over the Property;
- 1.6 enter into negotiations with any competent agency of local or national government with a view to the compulsory acquisition of the Property nor consent to such acquisition;
- 1.7 in relation to the Property enter into any agreement under section 106 of the Town and Country Planning Act 1990, section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or any other agreement with any local government, planning or regulatory authority to build roads or carry out other works;
- 1.8 change the use of the Property or do or suffer to be done anything in relation to the Property which constitutes development (as that expression is defined in the Town and Country Planning Act 1990), save where clauses 1.1 to 1.8:
 - 1.8.1 relate to the maintenance of the buildings, plant, machinery, fixtures and fittings in accordance with this Deed;
 - 1.8.2 relates to any alterations or improvements which a tenant is entitled to undertake in accordance with the terms of the relevant lease and in respect of which the Chargor in its capacity as landlord is required to give its consent pursuant to the terms of that lease; or
 - 1.8.3 relates to the carrying out of non-structural improvements or alterations which affect only the interior of any building on the Property and such works do not impact on the structural integrity of the Property.

2. COMPLY WITH COVENANTS

Save where it would not have a material adverse impact on the value of the Property, it will observe and perform all covenants, agreements, restrictions, stipulations and conditions from time to time affecting its interest in the Property or the mode of user or the enjoyment of it and will promptly pay all present and future tax, rates, assessments and outgoings of any kind imposed upon or payable in respect of the Property, or by the owner or occupier of the Property.

3. COMPLY WITH AUTHORISATIONS

It will observe and comply with the terms of all Authorisations relating to the Property.

4. DISPOSALS OF FIXTURES

It will not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Secured Asset without the prior written consent of the Chargee such consent not to be unreasonably withheld or delayed, otherwise than in the ordinary course of maintenance or replacement.

5. GRANTED LEASES

5.1 It will not grant any Granted Lease or otherwise part with or share possession of the Property except where the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed).

5.2 In respect of any Granted Lease, it will:

5.2.1 not exercise any right of re-entry, nor accept the surrender of the whole or any part of the premises comprised in such Granted Lease nor vary the terms of such Granted Lease, nor exercise any landlord's break clause contained in such Granted Lease, without in any such case having first obtained the written consent of the Chargee such consent not to be unreasonably withheld or delayed;

5.2.2 not agree to any reduction in, nor capitalisation of, the rent payable under such Granted Lease, without in any such case having first obtained the written consent of the Chargee such consent not to be unreasonably withheld or delayed; and

5.2.3 use all reasonable endeavours to procure the payment by such tenant, lessee, licensee or grantee to whom any Granted Lease has been granted of the rents or other fees or monies reserved by and the observance and performance of the covenants, stipulations and conditions contained in such Granted Lease and itself observe and perform the covenants, stipulations and conditions on the part of the Chargor to be observed and performed under such Granted Lease.

6. INSURANCE

It will insure and keep insured the Property with a reputable Independent United Kingdom insurance company or United Kingdom underwriter;

6.1 the Chargor shall procure that all insurance policies in respect of the Property contain a provision that if a party other than the policyholder has an interest in the property insured under the policy that interest is automatically noted and covered under that policy. The Chargor shall be named as first loss payee for any claims under such insurance policies up to £250,000 with the Chargee being named as first loss payee for any claims in excess of that sum plus the sum payable to SIB pursuant to the Deed of Priority;

6.2 in a value equal to the full cost of reinstatement from time to time including proper provision for cost inflation over any period that might be required for planning and negotiation and the reconstruction period plus the cost of demolition and debris removal and architects', surveyors' and all other professional fees and the cost of complying with local authority and other statutory requirements; and

6.3 otherwise in such form and upon such terms as the Chargee agrees (such agreement not to be unreasonably withheld or delayed).

7. APPLICATION OF INSURANCE PROCEEDS

It will promptly apply the proceeds of insurance arising from damage to, or destruction of, the Property in repairing or reinstating it.

SCHEDULE 4

Receiver's specific powers

Each Receiver will have full power and authority:

1. to enter upon, and to take possession of, the Secured Assets;
2. to collect and get in all rents, fees, charges or other income of the Secured Assets;
3. generally to manage the Secured Assets and to manage or carry on, reconstruct, amalgamate, diversify or concur in carrying on the business of the Chargor carried on from the Property, or any part of it as he may think fit;
4. without restriction, to sell, charge, grant, vary the terms or accept surrenders of, leases or tenancies of, licences to occupy, or options or franchises over or otherwise deal with and dispose of the Secured Assets or any property acquired in exercise of its powers under this Deed;
5. to purchase or acquire any land or other assets and purchase, acquire or grant any interest in or right over land or other assets;
6. to take a lease or tenancy of any property required or convenient for the exercise of the Receiver's powers under this Deed;
7. to exercise on behalf of the Chargor and without the consent of or notice to the Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to leasehold property, landlord and tenant, rents, housing or agriculture in respect of the Property;
8. for the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this Deed and/or for defraying any costs, losses or liabilities which may be incurred by him in their exercise or for any other purpose, to raise or borrow moneys from the Chargee or others or incur any other liability on such terms, whether secured or unsecured, as he may think fit, and whether to rank in priority to this Deed or not;
9. to appoint and discharge employees, officers, consultants, advisers, managers, agents, solicitors, accountants or other professionally qualified persons, workmen and others for any of the purposes of this Deed or to guard or protect the Secured Assets upon such terms as to remuneration or otherwise as he may think fit and to discharge any such persons appointed by the Chargor prior to his appointment;
10. in the name of the Chargor, to bring, prosecute, enforce, defend and discontinue all such actions, suits and proceedings, in relation to the Chargor, the Secured Assets or any business carried on from the Property, as in any case he thinks fit;
11. to settle, adjust, refer to arbitration or expert determination, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Chargor or relating in any way to the Secured Assets;
12. to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Secured Assets;
13. to obtain Authorisations for and to carry out on the Property any new works or complete any unfinished works of development, building, reconstruction, maintenance, repair, renewal, improvement, furnishing or equipment;
14. to enter into, vary, cancel or waive any of the provisions of any contracts which he shall in any case think expedient in the interests of the Chargor or the Chargee;

15. to purchase materials, tools, equipment, goods or supplies on such terms and at such price as the Receiver in the Receiver's absolute determination thinks fit;
16. to insure the Secured Assets, any assets acquired by the Receiver in the exercise of his powers, and any business or works, and effect indemnity insurance or other similar insurance, in every case in such amounts, against such risks and with such offices as the Receiver thinks fit, and obtain bonds and give guarantees and Security to any bondsmen;
17. to remove, store, sell or otherwise deal with any chattels located at the Property;
18. to promote or establish any company or to acquire shares in any company (whether as a Subsidiary of the Chargor or otherwise) to facilitate the exercise of his powers under this Deed, to transfer to any such company all or any of the Secured Assets or other assets acquired by the Receiver in the exercise of his powers and to exercise or cause to be exercised all voting and other rights attaching to, and to charge, sell or otherwise transfer any shares in any such company;
19. to carry into effect and complete any transaction;
20. to redeem any prior Security (or procure the transfer of such Security to an Enforcement Party) and settle and pass the accounts of the person entitled to the prior Security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver; and
21. either in the name of the Chargor or in the name of the Receiver to execute documents and do all other acts or things which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the realisation or use of the Secured Assets.

SCHEDULE 5

Events of default

Each of the events and circumstances set out in this Schedule is an Event of Default:

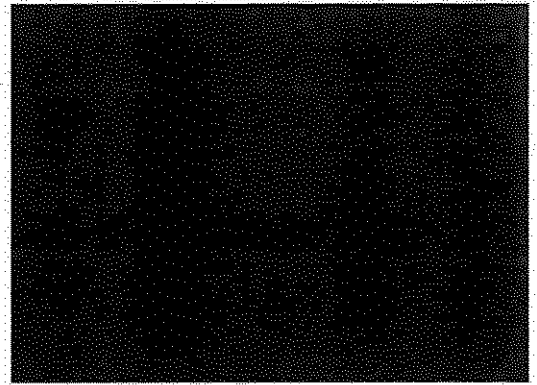
1. the Chargor fails to pay the Secured Obligations when they fall due;
2. there is any breach by the Chargor of the representations and warranties at Clause 7 (*Representations and warranties*) or the undertakings at Clause 8 (*Undertakings*) (as extended in any case by the provisions of Schedule 3 (*Property warranties and undertakings*)) except to the extent that such breach is capable of remedy and is remedied within 15 Business Days of the earlier of (i) the Chargee giving notice to the Chargor and (ii) the Chargor becoming aware of the breach;
3. the Chargor fails to comply with, or it becomes unlawful to any extent for the Chargor to perform, any of its obligations under this Deed or the Fund Documents;
4. any person other than the Chargee rescinds or repudiates this Deed or the Fund Documents or purports to do so;
5. an order is made for the compulsory purchase of the Property;
6. any person takes possession of or exercises or attempts to exercise any power of sale in relation to the Secured Assets;
7. an event of default or acceleration of re-payment (however such event is described) occurs under any document under which the Secured Obligations arise, or any facility or commitment comprised in the documents evidencing the Secured Obligations is cancelled;
8. there is an event of default (however such event is described) under any other Security over or affecting the Secured Assets or any other assets of the Chargor or steps are taken to enforce any such Security;
9. the Chargor is unable or admits inability to pay its debts as they fall due (or is deemed or declared to be unable to pay its debts under any applicable law) or the value of the assets of the Chargor is less than its liabilities (taking into account contingent and prospective liabilities);
10. In respect of the Chargor, any of the following occurs:
 - 10.1 any suspension or re-scheduling of its payments (except, in each case, as permitted or required under the terms of the Fund Documents from time to time), a moratorium of any of its indebtedness, its dissolution or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise), or the making of any composition, compromise, assignment or arrangement with any of its creditors; or
 - 10.2 the appointment of an administrator, liquidator, administrative receiver, receiver or receiver and manager or any similar officer in respect of it or any of its assets, or, in any case, an analogous procedure in any jurisdiction (but this paragraph 10.2 does not apply to any winding-up petition which is proved to the satisfaction of the Chargee to be an abuse of process or to have no real prospect of success and which is, in any event, discharged within 21 days of its presentation and before it is advertised); or
11. the Chargor asks the Chargee to appoint a Receiver.

EXECUTION

THE CHARGOR

Signed as a deed by
The Mary Ward Settlement
acting by two directors

)
)
)



Signature of director

THE CHARGE

THE LONDON PENSIONS FUND AUTHORITY

THE COMMON SEAL of:
THE LONDON PENSIONS FUND AUTHORITY
was affixed in the presence of:

Principal Officer

Board Member

THE DIRECTORS

Signed as a deed on behalf of the charity trustees by FRANCES BATES and AUSTIN HILL two of their number, under an authority conferred pursuant to section 333 of the Charities Act 2011, in the presence of:

Authorised signatories

Witness Signature:

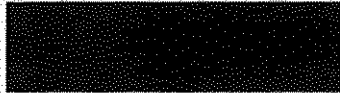
Witness Name: ALLISTER DUNCAN

Witness Address:

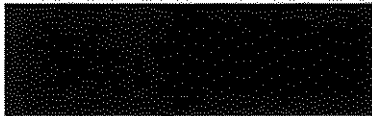
THE CHARGE

THE LONDON PENSIONS FUND AUTHORITY

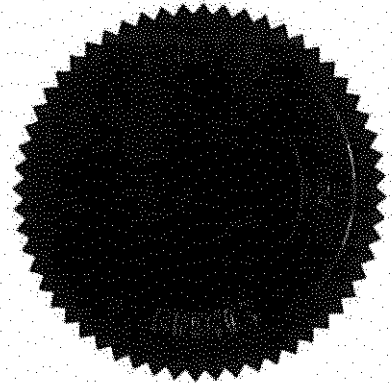
THE COMMON SEAL of:
THE LONDON PENSIONS FUND AUTHORITY
was affixed in the presence of:



Principal Officer



Board Member



THE DIRECTORS

Signed as a deed on behalf of the charity
trustees by _____ and
_____ two of their
number, under an authority conferred
pursuant to section 333 of the Charities Act
2011, in the presence of:

.....

.....

Authorised signatories

Witness Signature:

Witness Name:

Witness Address: