

MR01

Particulars of a charge



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

You can use the WebFiling
Please go to www.companieshouse.gov.uk

File this form online

✓ **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**
You may not use this form to
register a charge where
instrument Use form MF01

SATURDAY



A03

A32R6HWA

01/03/2014

#52

COMPANIES HOUSE

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



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

1

Company details

Company number 0 0 9 8 6 3 4 3

Company name in full Glenstone Property Plc

For official use

1 4

→ Filing 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 02 05 20 20 12 20 14

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 Lloyds Bank Plc

Name

Name

Name

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

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

MR01

Particulars of a charge

4

Description

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

Continuation page

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

Description

5

Fixed charge or fixed security

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

☒ **Yes**

☐ **No**

6

Floating charge

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

☐ **Yes** Continue

☒ **No** Go to **Section 7**

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

☐ **Yes**

7

Negative Pledge

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

☒ **Yes**

☐ **No**

MR01

Particulars of a charge

8

Trustee statement ①

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

☐

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

9

Signature

Please sign the form here

Signature

Signature

X

Sharon M. H. P.

X

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

MR01

Particulars of a charge



Presenter information

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

Contact name Emma Taylor (Doc no: 4704395)

Company name Shoosmiths LLP

Address Waterfront House

Waterfront Plaza

35 Station Street

Post town Nottingham

County/Region Nottinghamshire

Postcode N G 2 3 D Q

Country

DX DX 10104 NOTTINGHAM 1

Telephone 03700 865000



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

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



Important information

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



How to pay

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

Make cheques or postal orders payable to 'Companies House'



Where to send

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

For companies registered in England and Wales

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

For companies registered in Scotland

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

For companies registered in Northern Ireland

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



Further information

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

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 986343

Charge code: 0098 6343 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th February 2014 and created by GLENSTONE PROPERTY PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st March 2014

DX

Given at Companies House, Cardiff on 4th March 2014



Companies House



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

EXECUTION VERSION

DATED 25th February 2014

(1) GLENSTONE PROPERTY PLC

and

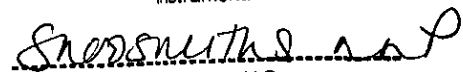
(2) LLOYDS BANK PLC

ACCOUNT CHARGE

SHOOSMITHS

Ref ELT/182646 000031

I certify that save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.


Shoosmiths LLP

1

Date 25/02/2014

TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION	1
2	COVENANT TO PAY.....	3
3	GRANT OF SECURITY ..	3
4	NEGATIVE PLEDGE .	3
5	PERFECTION OF SECURITY.....	3
6	FURTHER ASSURANCE ..	4
7	REPRESENTATIONS ..	4
8	UNDERTAKINGS.....	4
9	ENFORCEMENT OF SECURITY ..	5
10	POWERS OF THE CHARGEES ..	6
11	APPOINTMENT OF RECEIVER .	7
12	POWERS OF RECEIVER ..	8
13	APPLICATION OF MONEYS ..	9
14	PROTECTION OF PURCHASERS..	9
15	POWER OF ATTORNEY ..	10
16	PRESERVATION OF SECURITY ..	10
17	SET-OFF AND CURRENCY..	11
18	NEW ACCOUNTS.....	12
19	EXPENSES AND INDEMNITY ...	12
20	MISCELLANEOUS ..	12
21	NOTICES... ..	13
22	COUNTERPARTS .	13
23	GOVERNING LAW ..	13
24	JURISDICTION .	13
	SCHEDULE FORM OF NOTICE OF ASSIGNMENT TO ACCOUNT BANK.	15

THIS DEED is made the 25th day of February 2014

BETWEEN

- 1 **GLENSTONE PROPERTY PLC**, a company incorporated in England and Wales (company number 00986343) whose registered office is at Saint Johns House, East Street, Leicester, LE1 6NB (the "**Chargor**"), and
- 2 **LLOYDS BANK PLC**, a company incorporated in England and Wales (company number 00002065) whose registered office is at 25 Gresham Street, London, EC2V 7HN (the "**Chargee**")

BACKGROUND

- (A) The Chargor enters into this Deed in connection with the Finance Documents (as defined in the Facility Agreement)
- (B) It is intended that this document take effect as a deed notwithstanding the fact that a party may only execute it under hand

The parties agree as follows

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed the following definitions apply

"Accounts"	(a) the account held at the Chargee account number sort code in the name of the Chargor or such other account or accounts as the Chargee may from time to time designate in writing, and (b) the account held at the Chargee account number sort code in the name of the Chargor or such other account or accounts as the Chargee may from time to time designate in writing, and (c) all Related Rights,
"Charged Property"	all the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Chargee by or pursuant to clause 3 of this Deed,
"EU Regulation"	the Council of the European Union Regulation 1346/2000/EC on insolvency proceedings,
"Facility Agreement"	the facility agreement dated on or about the date of this Deed and made between the Chargee and the Chargor together with the related terms and conditions,
"Financial Collateral"	has the meaning given to that expression in the Financial Collateral Regulations,

"Financial Collateral Regulations"	the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226),
"LPA 1925"	the Law of Property Act 1925,
"Receiver"	a receiver, manager or administrator appointed pursuant to the provisions of this Deed or any applicable law,
"Related Rights"	in relation to any asset, <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and (d) any income, moneys and proceeds paid or payable in respect of that asset,
"Security"	the security constituted by this Deed,
"Security Period"	the period beginning on the date of this Deed and ending on the date on which the Secured Obligations have been unconditionally and irrevocably repaid and discharged in full and all Commitments under the Facility Agreement have been cancelled,
"Secured Obligations"	all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by the Chargor to the Chargee under or in connection with the Finance Documents together with all costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents, and
"Security Financial Collateral Arrangement"	has the meaning given to that expression in the Financial Collateral Regulations

1 2 Interpretation

- 1 2 1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- 1 2 2 The provisions of clause 1 (*Definitions and Interpretation*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Facility Agreement will be construed as references to this Deed
- 1 2 3 In this Deed, unless the context otherwise requires, any reference to "**Charged Property**" includes any part of that Charged Property, any proceeds of that Charged Property and any present and future assets of that type
- 1 2 4 Any covenant by the Chargor under this Deed remains in force during the Security Period and is given for the benefit of the Chargee
- 1 2 5 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed
- 1 2 6 Notwithstanding any terms of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time

2 COVENANT TO PAY

The Chargor covenants that it will pay and discharge the Secured Obligations to the Chargee as and when the same are due

3 GRANT OF SECURITY

The Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charges in favour of the Chargee as continuing security for the payment and discharge of the Secured Obligations by way of fixed charge all of its rights in respect of any amount standing to the credit of the Account and the debt represented by that Account

4 NEGATIVE PLEDGE

- 4 1 The Chargor shall not create or permit to subsist any security over any of the Charged Property
- 4 2 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of or purport or agree to dispose of any of the Charged Property

5 PERFECTION OF SECURITY

The Chargor shall, within five Business Days of opening any bank account with a bank other than the Chargee, after the date of this Deed, give notice in the form set out in the Schedule to this Deed (*Form of Notice of Assignment to Account Bank*) to each bank at which such account is held and shall procure that each such bank will promptly provide an acknowledgement to the Chargee in the form set out in the Schedule to this Deed (*Form of Account Bank Acknowledgement*)

6 FURTHER ASSURANCE

The Chargor shall, at its own expense, promptly take whatever action the Chargee may require for

- 6 1 1 creating, perfecting or protecting the Security intended to be created by this Deed, and
- 6 1 2 facilitating the realisation of any of the Charged Property or the exercise of any right, power or discretion exercisable by the Chargee or any Receiver in respect of any of the Charged Property,

including the execution of any security or other document (in such form as the Chargee may reasonably require), the giving of any notice and the making of any registration which the Chargee may think expedient

7 REPRESENTATIONS

The Chargor represents and warrants to the Chargee, on the date of this Deed and on each date during the Security Period by reference to the facts and circumstances then existing that

- 7 1 1 the Charged Property is, or when acquired will be, legally and beneficially owned by the Chargor free of any security other than security created by this Deed,
- 7 1 2 this Deed creates the Security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise,
- 7 1 3 this Deed is its legal, valid and binding obligation and, subject to the general principles of law limiting its obligations, is enforceable in accordance with its terms,
- 7 1 4 for the purposes of the EU Regulation, the Chargor's centre of main interests (as that expression is used in Article 3(1) of the EU Regulation), is situated in England and Wales and the Chargor has no other "establishment" (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction

8 UNDERTAKINGS

- 8 1 The Chargor covenants and agrees with the Chargee that it will, during the Security Period

- 8 1 1 not withdraw or transfer all or any part of the Charged Property or require the Chargee to make any payment from the Accounts to the Chargor or any other person until after the Security Period has expired other than as permitted under the Facility Agreement or with the Chargee's prior written consent,
- 8 1 2 permit the Chargee (or its designated representatives), on reasonable written notice where the Chargee has reasonable grounds for believing there may be an Event of Default which is continuing
 - a) access during normal office hours to the accounting records of the Chargor and to any documents and records relating to the Charged Property, and
 - b) to inspect, take extracts from, and make copies of, the same,

and to provide (at the Chargor's expense), such clerical and other assistance which the Chargee may reasonably require to do this,

- 8 1 3 notify the Chargee within 5 days of receipt of every material notice, order or proposal given, or made in relation to, the Charged Property by any competent authority and (if required by the Chargee) immediately provide it with a copy of the same and either (i) comply with such notice, order or proposal or (ii) make such objections to the same as the Chargee may require or approve,
- 8 1 4 duly and punctually pay all outgoings owed by it in respect of the Charged Property,
- 8 1 5 comply in all material respects with all obligations in relation to the Charged Property under any present or future law, regulation, order or instrument of any competent authority or other approvals, licences or consents,
- 8 1 6 comply with all material covenants and obligations affecting any of the Charged Property or the manner of use of any of it,
- 8 1 7 not, except with the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Charged Property,
- 8 1 8 provide the Chargee with all information which it may reasonably request in relation to the Charged Property, and
- 8 1 9 not do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Property,
- 8 1 10 not, without the prior written consent of the Chargee, change its centre of main interest (as that expression is used in Article 3(1) of the EU Regulation) to somewhere other than England and Wales, nor will it have any establishment (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction

- 8 2 If the Chargor fails to comply with any of its obligations under this Deed the Chargee may take such steps as it considers appropriate to procure compliance with such obligations at the cost of the Chargor

9 ENFORCEMENT OF SECURITY

9 1 Enforcement

The Security shall become immediately enforceable if an Event of Default is continuing and the Chargee gives notice to the Chargor that the Security is enforceable

9 2 Powers on enforcement

At any time after the Security created under this Deed becomes enforceable, the Chargee may, without notice to the Chargor and whether or not it has appointed a Receiver, exercise

- 9 2 1 all or any of the powers, authorities and discretions conferred on mortgagees by the LPA 1925 (as varied or extended by this Deed),

9 2 2 all of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986,

9 2 3 secure and perfect its title to all or any of the Charge Property, and

9 2 4 do every act and thing and exercise every power

a) which the Chargor would have been entitled to do or exercise in relation to the Charged Property, and

b) which the Chargee in its absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the Security created by this Deed or the realisation of any Charged Property,

and in so doing the Chargee may use the name of the Chargor in connection with any exercise of such powers

9 3 No Liability as Mortgagee in Possession

Neither the Chargee nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable

9 4 Right of appropriation

To the extent that the Charged Property constitutes Financial Collateral and the Security and the obligations of the Chargor under this Deed constitute a Security Financial Collateral Arrangement, the Chargee shall have the right, at any time after this Security has become enforceable, to appropriate all or any of that part of the Charged Property in or towards the payment and/or discharge of the Secured Obligations in such order as the Chargee in its absolute discretion may from time to time determine. The value of the Charged Property appropriated in accordance with this clause shall be, in the case of cash, the amount of cash appropriated. The Chargor agrees that the method of valuation provided for in this clause is commercially reasonable for the purposes of the Financial Collateral Regulations

10 POWERS OF THE CHARGE

10 1 Extension of Powers

The power of sale conferred on the Chargee and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed

10 2 Restrictions

Sections 93 and 103 of the LPA 1925 shall not apply to this Deed

10 3 Discretion

Any liberty or power which may be exercised or any determination which may be made hereunder by the Chargee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

10.4 Delegation

Each of the Chargee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Chargee or the Receiver itself or any subsequent delegation or revocation thereof

10.5 Investigations

Following the occurrence of an Event of Default which is continuing the Chargee may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of the Chargor which it considers necessary to ascertain the financial position of the Chargor. All fees and expenses incurred by the Chargee in connection with such investigations shall be payable by the Chargor and the Chargor consents to the provision by the Chargee of all information in relation to the Chargor which the Chargee provides to any person in relation to the preparation of any such report

10.6 Power to Remedy

If at any time the Chargor does not comply with any of its obligations under this Deed, the Chargee may (but shall not be obliged to) rectify such default and the Chargor irrevocably authorises the Chargee, its employees and agents, at the Chargor's expense, to do all such things as are necessary or desirable to rectify such default

11 APPOINTMENT OF RECEIVER

11.1 Appointment and Removal

At any time after the Security created under this Deed becomes enforceable, or if requested to do so by the Chargor, the Chargee may (by deed or otherwise and acting through its authorised officer)

11.1.1 appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property,

11.1.2 remove (so far as it is lawfully able) any Receiver(s) so appointed, and

11.1.3 appoint another person(s) as an additional or replacement Receiver(s)

11.2 Restrictions on appointment

11.2.1 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Deed

11.2.2 The Chargee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A to the Insolvency Act 1986

- 11 2 3 The Chargee may not appoint an administrative receiver (as defined in section 29(2)) of the Insolvency Act 1986) over the Charged Property if the Chargee is prohibited from doing so by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

11 3 Capacity of Receivers

Each Receiver shall be

- 11 3 1 an agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration, and
- 11 3 2 entitled to remuneration for his services at a rate to be fixed by the Chargee from time to time (without being limited to the maximum rate specified in section 109(6) of the LPA 1925)

12 POWERS OF RECEIVER

12 1 General Powers

Every Receiver shall have all the powers

- 12 1 1 conferred by the LPA 1925 on mortgagees in possession and receivers appointed under that Act,
- 12 1 2 set out in Schedule 1 to the Insolvency Act 1986 and, in the case of an administrator, Schedule B1 to the Insolvency Act 1986, and
- 12 1 3 conferred from time to time on receivers by statute

12 2 Additional Powers

In addition to the powers referred to in clause 12 1 (*General Powers*) a Receiver shall have the power, at the cost of the Chargor and either in his own name or in the name of the Chargor or (with the written approval of the Chargee) in the name of the Chargee

- 12 2 1 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property,
- 12 2 2 to redeem any prior security in respect of all or any of the Charged Property and to settle and pass the accounts of the holder of such prior security and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Chargor. All moneys paid to the holder of such security in accordance with such accounts shall form part of the Secured Obligations,
- 12 2 3 to take such proceedings and to make any arrangement or compromise which the Chargee or the Receiver may think fit,
- 12 2 4 to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property,
- 12 2 5 give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Property,

12 2 6 to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property

13 APPLICATION OF MONEYS

13 1 All moneys received or recovered by the Chargee or any Receiver pursuant to this Deed shall be applied in the following order

13 1 1 first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Chargee or any Receiver and the payment of the remuneration of any Receiver,

13 1 2 second, in or towards satisfaction of the Secured Obligations, and

13 1 3 third, any surplus shall be paid to the Chargor or any other person entitled thereto

This clause is subject to the payment of any claims having priority over the Security This clause does not prejudice the right of the Chargee to recover any shortfall from the Chargor

13 2 Only money actually paid by the Receiver to the Chargee shall be capable of being applied in or towards the satisfaction of the Secured Obligations and the Chargor shall have no rights in respect of the application by the Chargee of any sums received, recovered or realised by the Chargee under this Deed

13 3 Suspense Account

The Chargee and any Receiver may place and keep for such time as it thinks prudent any moneys received, recovered or realised under or by virtue of this Deed in a separate or suspense account to the credit of either the Chargor or of the Chargee without any obligation to apply all or any part of such moneys in or towards the discharge of the Secured Obligations

13 4 Avoidance of Payments

If the Chargee reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the Security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid

14 PROTECTION OF PURCHASERS

14 1 Receipts

The receipt of the Chargee or its delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property

14 2 Protection of Purchasers

No purchaser or other person dealing with the Chargee or its delegate or any Receiver shall be bound to enquire whether the right of the Chargee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any notice to the contrary, or be concerned to see whether any such delegation by the Chargee shall have lapsed for any reason or have been revoked

15 POWER OF ATTORNEY

15 1 Appointment

The Chargor irrevocably appoints the Chargee, each person to whom the Chargee shall from time to time have delegated the exercise of the power of attorney conferred by this clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be required or desirable for

15 1 1 carrying out any obligation imposed on the Chargor by this Deed (including the execution and delivery of any deeds, charges, assignments or other Security and any transfers of the Charged Property), and

15 1 2 enabling the Chargee and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law

15 2 Ratification

The Chargor ratifies and confirms to agree to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

16 PRESERVATION OF SECURITY

16 1 Continuing Security

The Security will be a continuing security for the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations

16 2 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or the Chargee) This includes

16 2 1 any time or waiver granted to, or composition with, any person,

16 2 2 any release or any person under the terms of any composition or arrangement,

16 2 3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, any person,

16 2 4 any non-presentation, non-observance of any formality or other requirements in respect of any instrument or any failure to realise the full value of any security,

16 2 5 any incapacity, lack of power, authority or legal personality of or dissolution or change in the members or status of any person,

16 2 6 any amendment of a Finance Document or any other document or security,

16 2 7 any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security or the failure by any member of the Group to enter into or be bound by any Finance Document, or

16 2 8 any insolvency or similar proceedings

16 3 Immediate recourse

The Chargor waives any rights it may have of first requiring the Chargee (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other person before claiming from the Chargor under this Deed

16 4 Appropriations

Until all amounts which may be or become payable by the Chargor under or in connection with the Finance Documents have been irrevocably paid in full, the Chargee (or any trustee or agent on its behalf) may without affecting the liability of the Chargor under this Deed

16 4 1 refrain from applying or enforcing any other monies, security or rights held or received by the Chargee (or any trustee or agent on its behalf) against those accounts, or apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise), and

16 4 2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed

16 5 Additional security

16 5 1 This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Chargee

16 5 2 No prior security held by the Chargee (in its capacity as such or otherwise) over any Charged Property will merge into this Security

17 SET-OFF AND CURRENCY

17 1 Consolidation of accounts and set off

In addition to any general lien or similar rights to which it may be entitled by operation of law, the Chargee may at any time and without notice to the Chargor combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to the Chargee and set off or transfer any sum or sums standing to the credit of any one of more of such accounts in or towards satisfaction of the Secured Obligations

17 2 Currency

For the purpose of or pending the discharge of the Secured Obligations, the Chargee may, in its sole discretion, convert any moneys received, recovered or realised in any currency under this Deed (including the proceeds of any previous conversion under this clause) from their existing currency into any other currency at such rate or rates of exchange and at such time as the Chargee thinks fit

18 NEW ACCOUNTS

- 18 1 If the Chargee at any time receives or is deemed to have received notice of any subsequent security affecting all or any part of the Charged Property it may open a new account or accounts with the Chargor
- 18 2 If the Chargee does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it received or was deemed to have received such notice
- 18 3 As from such time all payments made to the Chargee shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Obligations

19 EXPENSES AND INDEMNITY

19 1 Expenses

The Chargor shall, from time to time on demand of the Chargee, pay or reimburse the Chargee on a full indemnity basis for all costs and expenses (including legal fees) reasonably and properly incurred, together with any VAT or similar taxes thereon incurred by it in connection with the preparation, execution, perfection, amendment, enforcement, discharge and/or assignment of this Deed. Such costs and expenses shall form part of the Secured Obligations and shall carry interest from the date of such demand until so paid or reimbursed at the rate determined in accordance with clause 8 (*Interest*) of the Facility Agreement.

19 2 Indemnity

The Chargor shall, notwithstanding any release or discharge of all or any part of the Security, indemnify the Chargee, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain.

19 2 1 in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law) and/or

19 2 2 in connection with or otherwise relating to this Deed or the Charged Property

20 MISCELLANEOUS

20 1 No Deductions

All payments to be made to the Chargee under this Deed shall be made in freely available funds and shall be made clear of and without deduction for or on account of tax. If the Chargor is required by law to make a tax deduction, the sum payable by the Chargor shall be increased to the extent necessary to ensure that, after the making of such deduction, the recipient of such sum receives and retains a net sum equal to the sum which it would have received and retained had no such deduction been made or required to be made.

20 2 Assignment and disclosure of information

The Chargee may assign and transfer all or any of its rights and obligations under this Deed. The Chargee shall be entitled to disclose such information concerning the Chargor and this Deed as the Chargee considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law.

20 3 No Liability

None of the Chargee, its delegate(s) nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part

20 4 Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired. If any part of the Security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security

20 5 Certificates

A certificate of the Chargee specifying any amount due from the Chargor shall, in the absence of manifest error, be prima facie evidence of such amount

20 6 Release

At the end of the Security Period, the Chargee must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the Charged Property from this Security

21 NOTICES

Each communication under or in connection with this Deed shall be made in accordance with the provisions of clause 28 (*Notices*) of the Facility Agreement

22 COUNTERPARTS

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

23 GOVERNING LAW

This Deed and any non-contractual obligation arising in connection with it are governed by English law

24 JURISDICTION

24 1 English Courts

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

24 2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary

24.3 Exclusive Jurisdiction

This clause 24 is for the benefit of the Chargee only. As a result and notwithstanding clause 24.1 (*English Courts*), it does not prevent the Chargee from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Chargee may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been signed on behalf of the Chargee and EXECUTED AS A DEED by the Chargor and is delivered by them on the date first specified above.

**SCHEDULE
FORM OF NOTICE OF ASSIGNMENT TO ACCOUNT BANK**

To [Account Bank]

Date [•]

Dear Sirs

We give notice that by a deed dated [•], we have assigned and charged to [•] (the "**Chargee**") all our right, title and interest in and to all sums which are now or may from time to time in the future stand to the credit of,

Account Number [•]

Account Holder [•]

together with all interest accrued or accruing thereto and the debts represented by those sums (the "**Account**")

We hereby irrevocably instruct and authorise you to

- 1 credit to the Account all interest from time to time earned on the sums of money held in the Account,
- 2 disclose to the Chargee such information relating to the Account and the sums in the Account as the Chargee may, at any time and from time to time, request,
- 3 hold all sums from time to time standing to the credit of the Account to the order of the Chargee,
- 4 pay or release all or any part of the sums from time to time standing to the credit of the Account in accordance with the written instructions of the Chargee, and
- 5 comply with the terms of any written notice or instructions relating to the Account or the sums standing to the credit of the Account from time to time which you may receive at any time from the Chargee

Please note we are not permitted to withdraw any amount from the Account without the prior written consent of the Chargee

These instructions cannot be revoked or varied without the prior written consent of the Chargee

This letter is governed by English law

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Chargee at [•] (marked for the attention of [•])

Yours faithfully

Authorised Signatory for and on behalf of [Chargor]

[On Copy Only]

Form of Accounts Bank Acknowledgement

To [Chargee]

Date [●]

Dear Sirs

We acknowledge receipt of a notice (the "**Notice**") in the terms set out above and confirm that we

- 1 have not previously received notice of any previous assignments of, charges over or trusts in respect of the Accounts,
- 2 have noted the restrictions imposed upon the Chargor and the authority of the Chargee in respect of the Accounts and will not act in such a way as to breach those restrictions or to ignore the authority of the Chargee,
- 3 will act in accordance with the terms of the Notice, and
- 4 waive all rights of set-off, combination or consolidation which we may have at any time in respect of the Accounts

This letter is governed by English law

Yours faithfully,

(Authorised signatory)

[Accounts Bank]

Signed as a deed by)
GLENSTONE PROPERTY PLC)
acting by a director in the presence of) Director

Signature of witness

Name

(in BLOCK CAPITALS)

Address

SIGNED by)
TRACY COLE-OATES)
duly authorised for and on behalf of) ~~Director~~ ASSOCIATE DIRECTOR
LLOYDS BANK PLC

EXECUTION VERSION

DATED 25 FEBRUARY

2014

(1) GLENSTONE PROPERTY PLC

and

(2) LLOYDS BANK PLC

ACCOUNT CHARGE

SH SMITHS

Ref ELT/182646 000031

I certify that, save for material redacted pursuant to s 859G of the
Companies Act 2006 this copy instrument is a correct copy of the original
instrument

Shoosmiths LLP
Shoosmiths LLP

Date 28/02/2014

TABLE OF CONTENTS

1	DEFINITIONS AND INTERPRETATION	1
2	COVENANT TO PAY	3
3	GRANT OF SECURITY	3
4	NEGATIVE PLEDGE	3
5	PERFECTION OF SECURITY	3
6	FURTHER ASSURANCE	4
7	REPRESENTATIONS	4
8	UNDERTAKINGS	4
9	ENFORCEMENT OF SECURITY	5
10	POWERS OF THE CHARGEES	6
11	APPOINTMENT OF RECEIVER	7
12	POWERS OF RECEIVER	8
13	APPLICATION OF MONEYS	9
14	PROTECTION OF PURCHASERS	9
15	POWER OF ATTORNEY	10
16	PRESERVATION OF SECURITY	10
17	SET-OFF AND CURRENCY	11
18	NEW ACCOUNTS	12
19	EXPENSES AND INDEMNITY	12
20	MISCELLANEOUS	12
21	NOTICES	13
22	COUNTERPARTS	13
23	GOVERNING LAW	13
24	JURISDICTION	13
	SCHEDULE FORM OF NOTICE OF ASSIGNMENT TO ACCOUNT BANK	15

THIS DEED is made the 25 day of February 2014

BETWEEN

- 1 **GLENSTONE PROPERTY PLC**, a company incorporated in England and Wales (company number 00986343) whose registered office is at Saint Johns House, East Street, Leicester, LE1 6NB (the "Chargor"), and
- 2 **LLOYDS BANK PLC**, a company incorporated in England and Wales (company number 00002065) whose registered office is at 25 Gresham Street, London, EC2V 7HN (the "Chargee")

BACKGROUND

- (A) The Chargor enters into this Deed in connection with the Finance Documents (as defined in the Facility Agreement)
- (B) It is intended that this document take effect as a deed notwithstanding the fact that a party may only execute it under hand

The parties agree as follows

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following definitions apply

"Accounts"	(a) the account held at the Chargee, account number , sort code in the name of the Chargor or such other account or accounts as the Chargee may from time to time designate in writing, and (b) the account held at the Chargee account number sort code in the name of the Chargor or such other account or accounts as the Chargee may from time to time designate in writing, and (c) all Related Rights,
"Charged Property"	all the assets of the Chargor which from time to time are the subject of the security created or expressed to be created in favour of the Chargee by or pursuant to clause 3 of this Deed,
"EU Regulation"	the Council of the European Union Regulation 1346/2000/EC on insolvency proceedings,
"Facility Agreement"	the facility agreement dated on or about the date of this Deed and made between the Chargee and the Chargor together with the related terms and conditions,
"Financial Collateral"	has the meaning given to that expression in the Financial Collateral Regulations,

"Financial Collateral Regulations"	the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3226),
"LPA 1925"	the Law of Property Act 1925,
"Receiver"	a receiver, manager or administrator appointed pursuant to the provisions of this Deed or any applicable law,
"Related Rights"	in relation to any asset, <ul style="list-style-type: none"> (a) the proceeds of sale of any part of that asset, (b) all rights under any licence, agreement for sale or agreement for lease in respect of that asset, (c) all rights, benefits, claims, contracts, warranties, remedies, security, indemnities or covenants for title in respect of that asset, and (d) any income, moneys and proceeds paid or payable in respect of that asset,
"Security"	the security constituted by this Deed,
"Security Period"	the period beginning on the date of this Deed and ending on the date on which the Secured Obligations have been unconditionally and irrevocably repaid and discharged in full and all Commitments under the Facility Agreement have been cancelled,
"Secured Obligations"	all present and future obligations and liabilities, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity whatsoever, owed by the Chargor to the Chargee under or in connection with the Finance Documents together with all costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its respective rights under the Finance Documents, and
"Security Financial Collateral Arrangement"	has the meaning given to that expression in the Financial Collateral Regulations

1 2 Interpretation

- 1 2 1 Capitalised terms defined in the Facility Agreement have, unless expressly defined in this Deed, the same meaning in this Deed
- 1 2 2 The provisions of clause 1 (*Definitions and Interpretation*) of the Facility Agreement apply to this Deed as though they were set out in full in this Deed, except that references to the Facility Agreement will be construed as references to this Deed
- 1 2 3 In this Deed, unless the context otherwise requires, any reference to "**Charged Property**" includes any part of that Charged Property, any proceeds of that Charged Property and any present and future assets of that type
- 1 2 4 Any covenant by the Chargor under this Deed remains in force during the Security Period and is given for the benefit of the Chargee
- 1 2 5 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed
- 1 2 6 Notwithstanding any terms of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time

2 COVENANT TO PAY

The Chargor covenants that it will pay and discharge the Secured Obligations to the Chargee as and when the same are due

3 GRANT OF SECURITY

The Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 charges in favour of the Chargee as continuing security for the payment and discharge of the Secured Obligations by way of fixed charge all of its rights in respect of any amount standing to the credit of the Account and the debt represented by that Account

4 NEGATIVE PLEDGE

- 4 1 The Chargor shall not create or permit to subsist any security over any of the Charged Property
- 4 2 The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, discount, factor, transfer, assign, lease, lend or otherwise dispose of or purport or agree to dispose of any of the Charged Property

5 PERFECTION OF SECURITY

The Chargor shall, within five Business Days of opening any bank account with a bank other than the Chargee, after the date of this Deed, give notice in the form set out in the Schedule to this Deed (*Form of Notice of Assignment to Account Bank*) to each bank at which such account is held and shall procure that each such bank will promptly provide an acknowledgement to the Chargee in the form set out in the Schedule to this Deed (*Form of Account Bank Acknowledgement*)

6 FURTHER ASSURANCE

The Chargor shall, at its own expense, promptly take whatever action the Chargee may require for

- 6 1 1 creating, perfecting or protecting the Security intended to be created by this Deed, and
- 6 1 2 facilitating the realisation of any of the Charged Property or the exercise of any right, power or discretion exercisable by the Chargee or any Receiver in respect of any of the Charged Property,

including the execution of any security or other document (in such form as the Chargee may reasonably require), the giving of any notice and the making of any registration which the Chargee may think expedient

7 REPRESENTATIONS

The Chargor represents and warrants to the Chargee, on the date of this Deed and on each date during the Security Period by reference to the facts and circumstances then existing that

- 7 1 1 the Charged Property is, or when acquired will be, legally and beneficially owned by the Chargor free of any security other than security created by this Deed,
- 7 1 2 this Deed creates the Security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise,
- 7 1 3 this Deed is its legal, valid and binding obligation and, subject to the general principles of law limiting its obligations, is enforceable in accordance with its terms,
- 7 1 4 for the purposes of the EU Regulation, the Chargor's centre of main interests (as that expression is used in Article 3(1) of the EU Regulation), is situated in England and Wales and the Chargor has no other "establishment" (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction

8 UNDERTAKINGS

8 1 The Chargor covenants and agrees with the Chargee that it will, during the Security Period

- 8 1 1 not withdraw or transfer all or any part of the Charged Property or require the Chargee to make any payment from the Accounts to the Chargor or any other person until after the Security Period has expired other than as permitted under the Facility Agreement or with the Chargee's prior written consent,
- 8 1 2 permit the Chargee (or its designated representatives), on reasonable written notice where the Chargee has reasonable grounds for believing there may be an Event of Default which is continuing
 - a) access during normal office hours to the accounting records of the Chargor and to any documents and records relating to the Charged Property, and
 - b) to inspect, take extracts from, and make copies of, the same,

and to provide (at the Chargor's expense), such clerical and other assistance which the Chargee may reasonably require to do this,

- 8 1 3 notify the Chargee within 5 days of receipt of every material notice, order or proposal given, or made in relation to, the Charged Property by any competent authority and (if required by the Chargee) immediately provide it with a copy of the same and either (i) comply with such notice, order or proposal or (ii) make such objections to the same as the Chargee may require or approve,
 - 8 1 4 duly and punctually pay all outgoings owed by it in respect of the Charged Property,
 - 8 1 5 comply in all material respects with all obligations in relation to the Charged Property under any present or future law, regulation, order or instrument of any competent authority or other approvals, licences or consents,
 - 8 1 6 comply with all material covenants and obligations affecting any of the Charged Property or the manner of use of any of it,
 - 8 1 7 not, except with the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligation affecting any of the Charged Property,
 - 8 1 8 provide the Chargee with all information which it may reasonably request in relation to the Charged Property, and
 - 8 1 9 not do, cause or permit to be done or omit to do anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of the Charged Property,
 - 8 1 10 not, without the prior written consent of the Chargee, change its centre of main interest (as that expression is used in Article 3(1) of the EU Regulation) to somewhere other than England and Wales, nor will it have any establishment (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction
- 8 2 If the Chargor fails to comply with any of its obligations under this Deed the Chargee may take such steps as it considers appropriate to procure compliance with such obligations at the cost of the Chargor

9 ENFORCEMENT OF SECURITY

9 1 Enforcement

The Security shall become immediately enforceable if an Event of Default is continuing and the Chargee gives notice to the Chargor that the Security is enforceable

9 2 Powers on enforcement

At any time after the Security created under this Deed becomes enforceable, the Chargee may, without notice to the Chargor and whether or not it has appointed a Receiver, exercise

- 9 2 1 all or any of the powers, authorities and discretions conferred on mortgagees by the LPA 1925 (as varied or extended by this Deed),

9 2 2 all of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) by the Insolvency Act 1986,

9 2 3 secure and perfect its title to all or any of the Charge Property, and

9 2 4 do every act and thing and exercise every power

a) which the Chargor would have been entitled to do or exercise in relation to the Charged Property, and

b) which the Chargee in its absolute discretion considers necessary or desirable for maintaining or enhancing the value of any Charged Property or for or in connection with the enforcement of the Security created by this Deed or the realisation of any Charged Property,

and in so doing the Chargee may use the name of the Chargor in connection with any exercise of such powers

9 3 No Liability as Mortgagee in Possession

Neither the Chargee nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable

9 4 Right of appropriation

To the extent that the Charged Property constitutes Financial Collateral and the Security and the obligations of the Chargor under this Deed constitute a Security Financial Collateral Arrangement, the Chargee shall have the right, at any time after this Security has become enforceable, to appropriate all or any of that part of the Charged Property in or towards the payment and/or discharge of the Secured Obligations in such order as the Chargee in its absolute discretion may from time to time determine. The value of the Charged Property appropriated in accordance with this clause shall be, in the case of cash, the amount of cash appropriated. The Chargor agrees that the method of valuation provided for in this clause is commercially reasonable for the purposes of the Financial Collateral Regulations

10 POWERS OF THE CHARGE

10 1 Extension of Powers

The power of sale conferred on the Chargee and on any Receiver by this Deed shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA 1925 and such power shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed

10 2 Restrictions

Sections 93 and 103 of the LPA 1925 shall not apply to this Deed

10 3 Discretion

Any liberty or power which may be exercised or any determination which may be made hereunder by the Chargee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons

10 4 Delegation

Each of the Chargee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Chargee or the Receiver itself or any subsequent delegation or revocation thereof

10 5 Investigations

Following the occurrence of an Event of Default which is continuing the Chargee may initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on the business and affairs of the Chargor which it considers necessary to ascertain the financial position of the Chargor. All fees and expenses incurred by the Chargee in connection with such investigations shall be payable by the Chargor and the Chargor consents to the provision by the Chargee of all information in relation to the Chargor which the Chargee provides to any person in relation to the preparation of any such report

10 6 Power to Remedy

If at any time the Chargor does not comply with any of its obligations under this Deed, the Chargee may (but shall not be obliged to) rectify such default and the Chargor irrevocably authorises the Chargee, its employees and agents, at the Chargor's expense, to do all such things as are necessary or desirable to rectify such default

11 APPOINTMENT OF RECEIVER

11 1 Appointment and Removal

At any time after the Security created under this Deed becomes enforceable, or if requested to do so by the Chargor, the Chargee may (by deed or otherwise and acting through its authorised officer)

11 1 1 appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Property,

11 1 2 remove (so far as it is lawfully able) any Receiver(s) so appointed, and

11 1 3 appoint another person(s) as an additional or replacement Receiver(s)

11 2 Restrictions on appointment

11 2 1 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Deed

11 2 2 The Chargee is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A to the Insolvency Act 1986

- 11 2 3 The Chargee may not appoint an administrative receiver (as defined in section 29(2)) of the Insolvency Act 1986) over the Charged Property if the Chargee is prohibited from doing so by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies

11 3 Capacity of Receivers

Each Receiver shall be

- 11 3 1 an agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration, and
- 11 3 2 entitled to remuneration for his services at a rate to be fixed by the Chargee from time to time (without being limited to the maximum rate specified in section 109(6) of the LPA 1925)

12 POWERS OF RECEIVER

12 1 General Powers

Every Receiver shall have all the powers

- 12 1 1 conferred by the LPA 1925 on mortgagees in possession and receivers appointed under that Act,
- 12 1 2 set out in Schedule 1 to the Insolvency Act 1986 and, in the case of an administrator, Schedule B1 to the Insolvency Act 1986, and
- 12 1 3 conferred from time to time on receivers by statute

12 2 Additional Powers

In addition to the powers referred to in clause 12 1 (*General Powers*) a Receiver shall have the power, at the cost of the Chargor and either in his own name or in the name of the Chargor or (with the written approval of the Chargee) in the name of the Chargee

- 12 2 1 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Property,
- 12 2 2 to redeem any prior security in respect of all or any of the Charged Property and to settle and pass the accounts of the holder of such prior security and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Chargor All moneys paid to the holder of such security in accordance with such accounts shall form part of the Secured Obligations,
- 12 2 3 to take such proceedings and to make any arrangement or compromise which the Chargee or the Receiver may think fit,
- 12 2 4 to exercise in relation to all or any part of the Charged Property all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Property,
- 12 2 5 give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Property,

12 2 6 to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Property

13 APPLICATION OF MONEYS

13 1 All moneys received or recovered by the Chargee or any Receiver pursuant to this Deed shall be applied in the following order

13 1 1 first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Chargee or any Receiver and the payment of the remuneration of any Receiver,

13 1 2 second, in or towards satisfaction of the Secured Obligations, and

13 1 3 third, any surplus shall be paid to the Chargor or any other person entitled thereto

This clause is subject to the payment of any claims having priority over the Security This clause does not prejudice the right of the Chargee to recover any shortfall from the Chargor

13 2 Only money actually paid by the Receiver to the Chargee shall be capable of being applied in or towards the satisfaction of the Secured Obligations and the Chargor shall have no rights in respect of the application by the Chargee of any sums received, recovered or realised by the Chargee under this Deed

13 3 Suspense Account

The Chargee and any Receiver may place and keep for such time as it thinks prudent any moneys received, recovered or realised under or by virtue of this Deed in a separate or suspense account to the credit of either the Chargor or of the Chargee without any obligation to apply all or any part of such moneys in or towards the discharge of the Secured Obligations

13 4 Avoidance of Payments

If the Chargee reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the Security constituted hereby shall continue and such amount shall not be considered to have been irrevocably paid

14 PROTECTION OF PURCHASERS

14 1 Receipts

The receipt of the Chargee or its delegate or any Receiver shall be conclusive discharge to a purchaser in any sale or disposal of any of the Charged Property

14 2 Protection of Purchasers

No purchaser or other person dealing with the Chargee or its delegate or any Receiver shall be bound to enquire whether the right of the Chargee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any notice to the contrary, or be concerned to see whether any such delegation by the Chargee shall have lapsed for any reason or have been revoked

15 POWER OF ATTORNEY

15 1 Appointment

The Chargor irrevocably appoints the Chargee, each person to whom the Chargee shall from time to time have delegated the exercise of the power of attorney conferred by this clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents and to do all things which the attorney may consider to be required or desirable for

15 1 1 carrying out any obligation imposed on the Chargor by this Deed (including the execution and delivery of any deeds, charges, assignments or other Security and any transfers of the Charged Property), and

15 1 2 enabling the Chargee and any Receiver to exercise any of the powers conferred on them by or pursuant to this Deed or by law

15 2 Ratification

The Chargor ratifies and confirms to agree to ratify and confirm all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers

16 PRESERVATION OF SECURITY

16 1 Continuing Security

The Security will be a continuing security for the Secured Obligations notwithstanding any intermediate payment or settlement of all or any part of the Secured Obligations

16 2 Waiver of defences

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or the Chargee) This includes

16 2 1 any time or waiver granted to, or composition with, any person,

16 2 2 any release or any person under the terms of any composition or arrangement,

16 2 3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, any person,

16 2 4 any non-presentation, non-observance of any formality or other requirements in respect of any instrument or any failure to realise the full value of any security,

16 2 5 any incapacity, lack of power, authority or legal personality of or dissolution or change in the members or status of any person,

16 2 6 any amendment of a Finance Document or any other document or security,

16 2 7 any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security or the failure by any member of the Group to enter into or be bound by any Finance Document, or

16 2 8 any insolvency or similar proceedings

16 3 Immediate recourse

The Chargor waives any rights it may have of first requiring the Chargee (or any trustee or agent on its behalf) to proceed against or enforce any other right or security or claim payment from any person or file any proof or claim in any insolvency, administration, winding-up or liquidation proceedings relative to any other person before claiming from the Chargor under this Deed

16 4 Appropriations

Until all amounts which may be or become payable by the Chargor under or in connection with the Finance Documents have been irrevocably paid in full, the Chargee (or any trustee or agent on its behalf) may without affecting the liability of the Chargor under this Deed

16 4 1 refrain from applying or enforcing any other monies, security or rights held or received by the Chargee (or any trustee or agent on its behalf) against those accounts, or apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise), and

16 4 2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed

16 5 Additional security

16 5 1 This Deed is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Chargee

16 5 2 No prior security held by the Chargee (in its capacity as such or otherwise) over any Charged Property will merge into this Security

17 SET-OFF AND CURRENCY

17 1 Consolidation of accounts and set off

In addition to any general lien or similar rights to which it may be entitled by operation of law, the Chargee may at any time and without notice to the Chargor combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to the Chargee and set off or transfer any sum or sums standing to the credit of any one of more of such accounts in or towards satisfaction of the Secured Obligations

17 2 Currency

For the purpose of or pending the discharge of the Secured Obligations, the Chargee may, in its sole discretion, convert any moneys received, recovered or realised in any currency under this Deed (including the proceeds of any previous conversion under this clause) from their existing currency into any other currency at such rate or rates of exchange and at such time as the Chargee thinks fit

18 NEW ACCOUNTS

- 18 1 If the Chargee at any time receives or is deemed to have received notice of any subsequent security affecting all or any part of the Charged Property it may open a new account or accounts with the Chargor
- 18 2 If the Chargee does not open a new account or accounts it shall nevertheless be treated as if it had done so as at the time when it received or was deemed to have received such notice
- 18 3 As from such time all payments made to the Chargee shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount of the Secured Obligations

19 EXPENSES AND INDEMNITY

19 1 Expenses

The Chargor shall, from time to time on demand of the Chargee, pay or reimburse the Chargee on a full indemnity basis for all costs and expenses (including legal fees) reasonably and properly incurred, together with any VAT or similar taxes thereon incurred by it in connection with the preparation, execution, perfection, amendment, enforcement, discharge and/or assignment of this Deed. Such costs and expenses shall form part of the Secured Obligations and shall carry interest from the date of such demand until so paid or reimbursed at the rate determined in accordance with clause 8 (*Interest*) of the Facility Agreement

19 2 Indemnity

The Chargor shall, notwithstanding any release or discharge of all or any part of the Security, indemnify the Chargee, its agents, attorneys and any Receiver against any action, proceeding, claim, loss, liability and cost which it may sustain

19 2 1 in the exercise (or purported exercise) of any of the rights, powers or discretions vested in them by this Deed (or by law) and/or

19 2 2 in connection with or otherwise relating to this Deed or the Charged Property

20 MISCELLANEOUS

20 1 No Deductions

All payments to be made to the Chargee under this Deed shall be made in freely available funds and shall be made clear of and without deduction for or on account of tax. If the Chargor is required by law to make a tax deduction, the sum payable by the Chargor shall be increased to the extent necessary to ensure that, after the making of such deduction, the recipient of such sum receives and retains a net sum equal to the sum which it would have received and retained had no such deduction been made or required to be made

20 2 Assignment and disclosure of information

The Chargee may assign and transfer all or any of its rights and obligations under this Deed. The Chargee shall be entitled to disclose such information concerning the Chargor and this Deed as the Chargee considers appropriate to any actual or proposed direct or indirect successor or to any person to whom information may be required to be disclosed by any applicable law

20 3 No Liability

None of the Chargee, its delegate(s) nominee(s) or any Receiver shall be liable for any loss by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with the Charged Property or (c) taking possession of or realising all or any part of the Charged Property, except in the case of gross negligence or wilful default upon its part

20 4 Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired. If any part of the Security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of the Security

20 5 Certificates

A certificate of the Chargee specifying any amount due from the Chargor shall, in the absence of manifest error, be prima facie evidence of such amount

20 6 Release

At the end of the Security Period, the Chargee must, at the request and cost of the Chargor, take whatever action is reasonably necessary to release the Charged Property from this Security

21 NOTICES

Each communication under or in connection with this Deed shall be made in accordance with the provisions of clause 28 (*Notices*) of the Facility Agreement

22 COUNTERPARTS

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

23 GOVERNING LAW

This Deed and any non-contractual obligation arising in connection with it are governed by English law

24 JURISDICTION

24 1 English Courts

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

24 2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary

24.3 Exclusive Jurisdiction

This clause 24 is for the benefit of the Chargee only. As a result and notwithstanding clause 24.1 (*English Courts*), it does not prevent the Chargee from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Chargee may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been signed on behalf of the Chargee and EXECUTED AS A DEED by the Chargor and is delivered by them on the date first specified above.

**SCHEDULE
FORM OF NOTICE OF ASSIGNMENT TO ACCOUNT BANK**

To *[Account Bank]*

Date [•]

Dear Sirs

We give notice that by a deed dated [•], we have assigned and charged to [•] (the "**Chargee**") all our right, title and interest in and to all sums which are now or may from time to time in the future stand to the credit of,

Account Number [•]

Account Holder [•]

together with all interest accrued or accruing thereto and the debts represented by those sums (the "**Account**")

We hereby irrevocably instruct and authorise you to

- 1 credit to the Account all interest from time to time earned on the sums of money held in the Account,
- 2 disclose to the Chargee such information relating to the Account and the sums in the Account as the Chargee may, at any time and from time to time, request,
- 3 hold all sums from time to time standing to the credit of the Account to the order of the Chargee,
- 4 pay or release all or any part of the sums from time to time standing to the credit of the Account in accordance with the written instructions of the Chargee, and
- 5 comply with the terms of any written notice or instructions relating to the Account or the sums standing to the credit of the Account from time to time which you may receive at any time from the Chargee

Please note we are not permitted to withdraw any amount from the Account without the prior written consent of the Chargee

These instructions cannot be revoked or varied without the prior written consent of the Chargee

This letter is governed by English law

Please acknowledge receipt of this notice by signing the acknowledgement on the enclosed copy letter and returning the same to the Chargee at [•] (marked for the attention of [•])

Yours faithfully

Authorised Signatory for and on behalf of [Chargor]

[On Copy Only]

Form of Accounts Bank Acknowledgement

To [Chargee]

Date [●]

Dear Sirs

We acknowledge receipt of a notice (the "**Notice**") in the terms set out above and confirm that we

- 1 have not previously received notice of any previous assignments of, charges over or trusts in respect of the Accounts,
- 2 have noted the restrictions imposed upon the Chargor and the authority of the Chargee in respect of the Accounts and will not act in such a way as to breach those restrictions or to ignore the authority of the Chargee,
- 3 will act in accordance with the terms of the Notice, and
- 4 waive all rights of set-off, combination or consolidation which we may have at any time in respect of the Accounts

This letter is governed by English law

Yours faithfully,

(Authorised signatory)

[Accounts Bank]

Signed as a deed by)

GLENSTONE PROPERTY PLC)

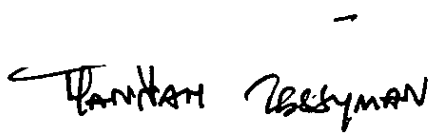
acting by a director in the presence of) Director

Signature of witness

Name

(in BLOCK CAPITALS)

Address



SIGNED by)

)

duly authorised for and on behalf of) Director

LLOYDS BANK PLC